

PROPOSAL
AGREEMENT

Between

TOWNSHIP OF OLD BRIDGE

and

OLD BRIDGE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 127

January 1, 2021 through December 31, 2024

ARTICLE IV

DUES CHECK-OFF AND REPRESENTATION FEE

Delete Paragraph D 1, 2, 3 in compliance with Supreme Court Decision in Janus.

ARTICLE VI

SALARIES

- 2021 2% Increase all guides, all steps (w/ retro)
- 2022 3.25% Increase (w/ retro) all guides & all Steps +
effective 10/1/2022 \$3,000.00 base adjustment for the employee hired after 1/1/2014.
effective 10/1/2022 \$2,500.00 base adjustment for the employee hired prior to 1/1/2014.
- 2023 2.0% Increase all guide & all steps. +
\$1,250.00 base adjustment for the employee hired after 1/1/2014.
\$1,000.00 base adjustment for the employee hired before 1/1/2014.
- 2024 3.% Increase all guide & all steps. +
\$4,250 base adjustments for the employee hired after 1/1/2014.
\$3,500.00 base adjustments for the employee hired before 1/1/2014.
- 2025 5th year option of 4.25% to be exercised by either party. A party deciding not to exercise the option effective 1/1/25 must notify the counterparty by ninety (90) days after the contract's expiration on 12/31/2024. Otherwise, the increase becomes automatic. This option is no way guaranteed and depends on township financial position. PBA local 127 will understand township concern and will work with township in renegotiation of new contract for 2025 or long term.

Effective 1/1/23 the 15 steps guide will be reduced to 12 steps guide. Proposed guide is included as Exhibit A to this MOA.

Effective 10/1/22 all PBA local 127 employees' regular hours will be increased by 0.5 hours to 10.50 hours per day for 4/4 schedule and 8.5 hours per day for 5-2 schedule-

Effective 1/1/2023

The following stipends shall be added into affected officers' base pay and used to calculate their overtime rate consistent with current practice:

\$1,500 stipend to only top two (2) qualified officers on each squad in patrol bureau replacing workup pay. There will not be any workup pay and officers will assume duties of Sergeant as needed and assigned by the chief of police or designee. Stipend would be removed upon removal of the status by Chief or designee. If the two (2) qualified officers are not available and chief designates another officer, he or she should receive workup pay.

\$2,500 stipend for employee assigned to Midnight shift. There will not be any additional compensation for the Old Bridge municipal court evening or night appearances for the first twenty (20) hours. If the officer is transferred to another shift, the stipend will be removed.

\$1,500 stipend for detective bureau for standby for detective bureau responsibilities. The chief will have designated schedules for all members and must be available to report on the schedule day. Standby weekends shall be prescheduled and be based upon Detective staffing. The schedule will be fairly & equally distributed among the detectives within the bureau. Detectives will provide stand by no more than seven (7) weekends over a calendar year. Holidays, observed holidays and off hour shall remain call-out list periods consistent with current practice. If detective need to change for non-emergency reason, he or she would make arrangement with another detective for coverage. In case of emergency, detective shall notify supervisor who should be able assign the on-call provision to another detective and swap the standby count accordingly. A weekend is defined as 12:01 AM Saturday and ending at 11:59 PM Sunday night.

- A. for all officers in exchange for 4 days of training time built into their base pay. Training beyond the 4 days annual bank shall be earned at a rate of time-and-one half. Where absolutely possible police administration should conduct training on a full day basis and not require officers to travel multiple times. If the training lasts more than the officers schedule time, the officer is entitled to time and half.
- B. Increase stipend from \$1,000 to \$2,000 as of 10/1/22 in 2022, \$2,000 to \$3,000 in 2023 and \$3,000to \$4,000 in 2024 for employees working in 5-2 schedule. Contract day may not be permitted by chief if it results in overtime.

Township will be reducing the overtime budget in 2023 & future years and expect significant reduction in overtime with substantial increase in salary. PBA members understand the need to work with Police administration in controlling overtime expenditures.

ARTICLE VII

OVERTIME

1. In Paragraph A, change 10 hours to 10.5 hours and 8 hours to 8.5 hours which will be regular working hours for all members.
2. In Paragraph E2, change 8 hours to 8.50 hours.
3. In Paragraph G, .

Propose change: Officers incurring non-work/off-duty related injuries shall be required to use ten (10) sick days prior to light duty. For verification, a doctor's note shall be required upon notification to Administration of the injury with verification throughout sick period consistent with the contract. Upon entry to light duty, officers shall report to work on their regular shift and all medical appointments must be scheduled outside their shift hours.

4. If Rifle qualifications are on off day, a schedule adjustment day will be awarded for each qualification.

Special Detail:

At the discretion of the township and appropriate authority, effective \$70.00 an hour rate for Targeted Traffic Enforcement (TTE) detail two (2) hours prior to start of the shift or (2) hours after the end of the shift at the discretion of chief or his designee. The purpose of the program is to ensure safety of the public. Any revenue generated from the TTE is not subject to any present or future collective bargaining agreement. Township will annually evaluate and fund for the TTE subject to budgetary appropriation and it is not a guaranteed employment or overtime. The rate of pay may be adjusted based on the NJ DOT traffic grant rate.

ARTICLE IX

VACATION

1. Change all vacation leave from days to hours. All hours will be converted to new hours set in this contract. All new earning will be based on the officers schedule.
2. In Paragraph B, all vacation time carried over must be used by June 30th. It is not eligible for payment upon resignation. Prorated time during first year of employment is not eligible to be paid if resign during 1st. year.
3. All vacation time is prorated during First (1st) year of employment. Vacation time will be Prorated for payout before July 1st . Any time after July 1st, full vacation time will be paid subject to proper notification of retirement is submitted. Any officers wishes to retire must notify township HR department with the date of retirement (Intent to retire is not acceptable notification) and must have file application to division of pension. Vacation time will be prorated for payout for 1st and last year of employment for resignation.
4. SEE BELOW amendment to the section D. Unscheduled time off.
5. SEE BELOW amendment to the section C. Emergency Vacation time off.
6. Propose change to 4 and 5: All vacation time may be used up until 24 hours before scheduled shift. Unscheduled vacation time may be used up until one (1) hour of the officer's scheduled shift, provided they give a reason for the time off to the Chief or his designee. The Officer in Charge may approve the leave.
7. Officers may convert a maximum of 33 hours compensatory time to personal hours at the end of the year instead of cash out. Compensatory time may be used in lieu of vacation time under the same provisions, if the vacation time request would be otherwise approved. Township may Payout accumulated time by June 30th and by December 31st. Use of personal hours will be at the discretion of chief of police.

ARTICLE XI

SICK AND BEREAVEMENT LEAVE

1. Change sick leave from days to hours. All hours will be converted to new hours set in this contract. All new earning hours will be based on the officers schedule.
2. Specify in Paragraph A1 that all employees are required to give the reason for his/her absence when out.
3. In Paragraph A, Section 2, sick leave shall be prorated during first and last year of employment.
4. In Paragraph A, Section 3, modify five days to three days. Doctor's note is required on third consecutive day or where the employee has demonstrated a pattern of sick time abuse as noted. Employee must submit the Dr. Notes to township Human Resource division in administration
5. In Paragraph A, Section 5, change "may verify" to "at his discretion" the ability to verify"
6. One (1) day bereavement leave shall be granted in the event of the death of a employee spouse's relative outside the immediate family as defined in previous contract.
7. Use of sick time before (Vacation or any paid off time) or sick time after (vacation or any paid off time) without a doctor's note will be creating a pattern. Four consecutive occurrences in rolling twelve (12) months will consider as pattern.

ARTICLE XII

HEALTH AND DISABILITY

1. Delete Section A(3) in compliance with N.J.S.A. 40a:10-17.1.
2. Officers attending the Captain Buscio program comprehensive heart and lung screening provided by Cardio Pulmonary Diagnostic, LLC., will receive a ½ schedule adjustment day for attendance with proper supporting documentation filed with the Township Human Resource office.

ARTICLE XIII

COLLEGE INCENTIVE PLAN

Employees hired after January 1, 2023 shall not receive incentive for Associates Degree.

Following stipend applies to all employees.

\$2,500 for Bachelors Degree

\$3,000 for Master Degree

ARTICLE XVII

MANAGEMENT RIGHTS

Add 1 and 2 before beginning paragraph

1. Move to Twenty-Four (24) pay period when all unions agree to this.

ARTICLE III

P.B.A. RIGHTS AND PRIVILEGES

Add the following as paragraph F:

F. Social Media –

PBA Local 127 will form a committee to review and approve all posting on any social media page.

PBA local 127 agrees to not post on social media platform (its official account/s) any attack on any Township employee or their family members in a personal capacity where there is no touch with their official capacity." PBA retains the right to speak out against the policy that can harm the membership in any way. PBA will first communicate with the township administration to schedule a meeting within 3 days of the written request for a meeting to township HR Department, Mayor & Business Administrator office.

Township will not post on any social media before communicating with PBA Local 127 social media committee and resolve any issue.

ARTICLE XVIII

LEGAL AID

In accordance with N.J.S.A. 40A:14-155 if an Officer is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his/her official duties, the Township shall provide the Officer with necessary means for the defense of such action or proceeding. The officer may choose his/her attorney and the township shall pay for legal services in accordance with the insurance carrier prevailing rate. Where multiple officers are served for same matter, they shall be represented by the same attorney. If determination is that officer or officers due to conflict or other reasons where a single attorney cannot represent all officers and each officer need to retain his or her own attorney, township shall provide legal service in accordance with prevailing rate charged by the municipal attorney.

The officer shall be obliged to cooperate with the Township and the attorney assigned by Insurance carrier in the conduct of his defense.

ARTICLE XX

OUTSIDE EMPLOYMENT AND ACTIVITIES

Add item 8.to Paragraph E a. four (4) occurrences within rolling twelve (12) months where an officer uses a sick day immediately before or after their shift will result in: No extra duty work afforded for four (4) months.

Doctor's note will not count as occurrence.

ARTICLE XXI

GRIEVANCE PROCECURE

Add to Paragraph D:

A suspension of 5 days or less shall be subject to grievance/arbitration procedure only. More than 5 days' suspension shall be subject to de novo court review.

In Paragraph E.

Change 30 days to 15 days

All references to "days" shall be changed to "calendar days"

ARTICLE XXVIII

SHIFT BID

In paragraph A, change April 1st to February 1st in Paragraph A.

ARTICLE XXIX

TERM AND RENEWAL

THIS AGREEMENT shall be effective as of January 1, 2021 and shall be in effect to and including December 31, 2024. This Agreement shall not be extended orally and it is expressly understood that it expires on the date intended or until such time as a successor Agreement supersedes it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective Secretary and/or Clerk and their corporate seals affixed hereon, in the Township of Old Bridge, New Jersey on this 28 day of September 2022.

PBA LOCAL 127

Signature

Date:

9/27/22
WST PBA TRUSTEE

TOWNSHIP OF OLD BRIDGE

Signature

Date: