

PLEASE BE ADVISED THAT ANY PROPOSALS, ADJUSTMENT OF PROPOSALS, PROPOSED STIPULATIONS OFFERS OF SETTLEMENT OR ANY OTHER OFFERS OR COUNTER OFFERS WHICH ARE PART OF THESE DISCUSSIONS ARE INADMISSABLE IN ANY FUTURE FORMAL OR INFORMAL PROCEEDINGS PURSUANT TO N.J.A.C. 1:1-15.10; ASSOCIATED WITH THE PARTIES INVOLVED IN THESE MEETINGS AND DISCUSSIONS BETWEEN THE TOWNSHIP OF OLD BRIDGE and OLD BRIDGE TOWNSHIP POLICE DEPARTMENT S.O.A. UNIT.

TOWNSHIP OF OLD BRIDGE
AND
SUPERIOR OFFICERS ASSOCIATION
PBA LOCAL 127A SERGEANTS/LIEUTENANTS
October 26, 2021

TERM AND RENEWAL

****The term of the agreement shall be from January 1, 2021 through December 31, 2024.**

1. Salary increases as follows:

Annual % for cost-of-living adjustment will be subject to the salary increase for schedule change resulting from increase hours included in base pay. That will reflect in the increase for 2022 to 2024

2021: 2%

2022: 3.25% Plus base adjustment for additional hours (Five thousand (\$5,000.00))

2023: 2%

2024: base adjustment for additional hours (Two thousand (\$2,000.00)) plus 3%

2. At such time when all Unions are in agreement, payroll will be changed to 24 payments annually with pay days being 2 times per month (15th and 30 or 1st and 15th)

3. Article III Section B. No more than 3 officers each day will be allowed release time. Three (3) executive board members or their alternates. President or designee (1) officer allowed release time for State and County PBA meetings.

4. Section F: Change one-thousand-dollar(\$1,000) allowance to one-thousand two hundred fifty (\$1,250) allowance and one contract day effective 1-1-22 or allowance remains \$1,000 and two (2) contracts days effective 1-1-22.

Highlight represents selected option

Add the following language: All transfers to the Detective Bureau are simply assignments made by the Chief of Police and do not constitute a promotion. Allowance does not constitute an agreement to

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continue after a transfer from stated position. Furthermore, re-assignment can occur at anytime with a five (5) day notice at the discretion of the Chief of Police.

5. Article VI. – The language will be further review by attorney.

Section A: change ten(10) hours length to ten and half (10.5) hours length

Change eight (8) hours length to eight and half (8.5) hours length

Section B: Non-Patrol Bureau: All officers working a 5/2 shift will have a work shift falling between the hours of 6:00 am to 11:59 pm with 8.5 hours per shift to be set at the discretion of the Chief of Police.

Section C: Change to reflect Officers shall get a minimum of 2 hours call-in overtime (when court held in Old Bridge Municipality) on day off instead 4 hours.

~~Section F 2: Remove standby overtime for detective bureau~~ (We can remove this requests as the CBA currently does not indicate there is Standby-they only get paid OT if called in to work-not for stanby)

Light duty

6. Section J: ~~Modify to remove light duty eligibility for non-work/off duty related injuries.~~ Replace language for Light duty to work on their regular shift. Also, the medical appointment outside of his/her shift hours.

7. Vacation: change all vacation leave from days to hours

8. Sick & Bereavement:

A. Section A: Change all sick leave days to hours.

B. Section A, 1: Add the following language: All employees are required to note the reason for his/her use of sick leave when out.

C. Section A, 2: Add the following language:

All sick time shall be prorated during the first and last year of employment.

D. Section A, 3: Modify "five (5) consecutive days" to "3 consecutive days". Doctor's certificate is required upon 3rd consecutive day.

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E. Section A, 4, d, (1): Add the following language to the third (3rd) sentence after the words "October 1":

("Notification of their retirement" shall mean that the employee files their retirement papers with PFRS and actually retires from employment the year subsequent to their October 1 notification.

9 . Retirement Payout- Add the following: Early retirement sick time payment is not provided if the employee does not provide the letter of retirement with the specific date of retirement, retirement paperwork submitted to human resources and no extension date will be allowed. The officer will not be eligible for early sick time payment if he/she fails to provide the required documentation. An intention to retire will not be accepted. This shall not apply to an emergency retirement with supporting documentation or disability retirement.

A. Payout for the following year by January 31 (not January 1)

10. The Chief shall have (instead of "may verify") at his discretion the ability to verify" illness/sick.

11. Section A, 3: Delete current section in its entirety in accordance with N.J.S.A. 40A:10-17.1.

N.J.S.A. 40A:10-17.1 provides:

~~Notwithstanding the provisions of any other law to the contrary, a county, municipality or any contracting unit as defined in section 2 of P.L.1971, c. 498 (C.40A:11-2) which enters into a contract providing group health care benefits to its employees pursuant to N.J.S.40A:10-16 et seq., may allow any employee who is eligible for other health care coverage to waive coverage under the county's, municipality's or contracting unit's plan to which the employee is entitled by virtue of employment with the county, municipality or contracting unit. The waiver shall be in such form as the county, municipality or contracting unit shall prescribe and shall be filed with the county, municipality or contracting unit. In consideration of filing such a waiver, a county, municipality or contracting unit may pay to the employee annually an amount, to be established in the sole discretion of the county, municipality or contracting unit, which shall not exceed 50% of the amount saved by the county, municipality or contracting unit because of the employee's waiver of coverage, and, for a waiver filed on or after the effective date of P.L.2010, c. 2, which shall not exceed 25%, or \$5,000, whichever is less, of the amount saved by the county, municipality or contracting unit because of the employee's waiver of coverage. An~~

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~~employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the county, municipality or contracting unit, in such form as the county, municipality or contracting unit shall prescribe, that the waiver is revoked.~~

12. ~~Workers Comp full pay for 6 months max (not a year)~~

~~Section B, 1: Add the following language:~~

~~Officers shall be removed from full pay after six (6) months and shall thereafter be afforded the statutory rate.~~

13. College: Remove the incentive for an associate degree for officers hired on or after January 1, 2022.

14. Disciplinary: Add new Section E: A suspension of five (5) days or less shall be subject to the grievance procedure/arbitration only. More than a five (5) suspension shall be subject to de novo review pursuant to N.J.S.A. 40A:14-150.

15. Outside Employment:

After four (4) occurrences within a calendar year where an officer uses a sick day immediately before or after their shift will result in:

- A. No extra duty work afforded for six (6) months.
Doctor's note will not count as occurrence.

OR

- B. No payout for sick day after the fourth occurrence without a doctor's note.

highlight represent selected option

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16. Grievances:

~~-Step One: Keep 30 days as they utilize that time to try to work things out with /admin and not file a grievance~~

-Revise entire article to ensure that all references to "days" is revised to provide "calendar days".

17. Dues check off and Rep fee- replace section D with following

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974. N.J.S.A. 52:14-15.9(g). Dues shall be transmitted to the P.B.A. on a monthly basis.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the P.B.A. and verified by the Township Treasurer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the P.B.A. and signed by the President of the P.B.A. advising of such changed deduction.
- D. The P.B.A. will provide the necessary "check-off authorization" form and the P.B.A. will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.
- E. The Authorization shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) business days following each anniversary date of his/her employment. Once the Employer's Human Resource Division receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.
- F. Employees may voluntarily pay a fair share fee to the Union. The requirements regarding the fair share fee shall be applied consistent with the US. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the P.B.A. and transmit the fee to the P.B.A. accounts.

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- G. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment as furnished by the P.B.A. to the Township, or in reliance upon the official notification on letterhead of the P.B.A. signed by the President of the P.B.A. advising of such changed deduction.

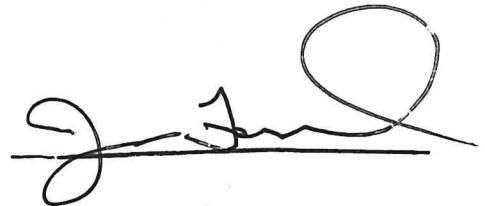
18. *All paid leave time not mentioned above shall be modified from days to hours.

19. Shift Bids (XXIX)

"Shall take effect as of February 1st following the submission date"

20. Miscellaneous: Township will offer one half (½) day compensatory time for Captain Buscio physical by Cardio Pulmonary Diagnostic, LLC. only and with proper supporting documentation filed with township Human Resource Office.

The MOA will be reviewed by both SOA + township attorney & may be adjusted



10/26/21