

RESOLUTION #14-51
RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF
AGREEMENT WITH PBA LOCAL 122
Contract Term: January 1, 2014 through December 31, 2018

WHEREAS, the contract between the City of Woodbury and PBA Local No. 122 expired December 31, 2013; and

WHEREAS, the Manager in conjunction with the Labor Counsel have negotiated and recommended approval of the contract modifications set forth in the Memorandum of Agreement (“MOA”) attached hereto; and

WHEREAS, the Policemen’s Benevolent Association Local No. 122 has approved said contract modifications; and

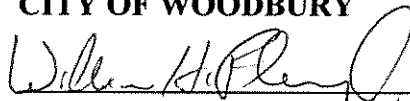
WHEREAS, the Mayor and Council have determined that it is in the best interest of the City of Woodbury to approve such contract modifications and MOA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodbury that the contract modifications set forth in the attached MOA between the City of Woodbury and PBA Local No. 122 are hereby approved and the Mayor and/or Administrator are authorized to execute the MOA and a contract consistent with the MOA.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on February 11, 2014.


CITY OF WOODBURY

By:



WILLIAM H. FLEMING, JR.,
President of Council

ATTEST:



ROY DUFFIELD, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF WOODBURY
AND
PBA LOCAL 122**

The following represents a Memorandum of Agreement between the City of Woodbury (hereinafter "City" or "the Employer") and Policemen's Benevolent Association Local No. 122 (hereinafter "Local 122"). Having negotiated in good faith over the terms of a new collective negotiation agreement, the Township and Local 122 have agreed to renew their existing agreement which expired on December 31, 2013, except as modified below. Unless otherwise set forth herein, all other terms and provisions in the expired contract shall remain in effect. The parties agree that the final agreement is contingent upon ratification by the Township and members of the bargaining unit.

1. **Duration:** The contract is for a five-year period beginning on January 1, 2014 through December 31, 2018. All dates in the Agreement shall be revised accordingly.

2. **Article IX, Sick Leave and Leave of Absence:** Article IX, Section 5 is amended such that in the first sentence after "three non-accumulative personal days," should add the following: "regardless of the hours of their shift." Therefore, the first sentence of Article IX, Section 5 shall read as follows:

Each officer shall be given three (3) non-accumulative personal days, regardless of the hours of their shift, with one (1) designated as an "emergency," provided they do not unreasonably interfere with the department's operations and provided further that the Police Chief grants approval.

3. **Insurance, Article XI:** The following should be substituted for Section 1:

a. Section 1: Insurance Coverage

a) **Medical Plan:** The City agrees to provide and pay the premium, subject to employee contributions set forth herein, for the New Jersey Direct 15 Plan, as presently offered under the New Jersey State Health Benefits Plan, or other insurance equal in coverage ("the benchmark plan"), for all members of the negotiation unit, their spouse and eligible dependents. Employees can enroll in an available alternate plan offered under the State Health Benefits Plan by paying the difference in cost, if any, between the alternate plan and the benchmark plan.

Effective January 1, 2014, all active unit employees who have not withdrawn from the City's health insurance program shall

contribute towards the cost of health insurance, in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall cease upon the officer's retirement, at which time all officers with less than 20 years of creditable service in one or more State or locally-administered retirement systems, as of June 28, 2011, shall be required to make health benefit contributions during retirement, in accordance with the terms of P.L. 2011, Chapter 78.

Effective January 1st, pursuant to P.L. 2011, Chapter 78, the City shall establish a flexible spending account to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefit plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

b) **Dental Plan:** The City shall provide any of the dental benefit plans offered through the New Jersey State Dental Plan except Dental Expense Plan #399.

c) **Prescription Plan:** The City shall provide prescription coverage for all members of the negotiation unit, their spouse and eligible dependents, with benefits and prescription co-payments as presently offered under the New Jersey State Health Benefits Plan, or another plan equal in coverage.

b. **Article XI - Insurance - Section 2:**

The following sentence should be added as Subsection G to Section 2, which shall read as follows:

All officers hired after January 1, 2014, will receive upon retirement, single health care coverage only, subject to any applicable employee premium contribution. However, the officers may purchase coverage covering spouse and/or dependents by payment of the entire premium charged to the City.

4. **Work Week and Work Year, Article XX:** The following shall be added as new Section 8:

SECTION 8: The Department shall implement 12-hour shift schedules for patrol shifts only, in accordance with the following:

A. Patrol Bureau Schedule

- i. The normal work day for all police officers assigned to patrol duties in the Patrol Bureau is twelve (12) hours per day and the Patrol Bureau schedule will be on a 2 on/2 off - 3 on/2 off - 2 on/3 off schedule, which is commonly referred to as the "Pitman Schedule." For police officers assigned to the Patrol Bureau, normal working hours shall consist of a twenty-eight (28) day duty cycle, during which the officer assigned to shift duty shall work fourteen (14) normal days and be off for fourteen (14) days.

B. Compensatory Time

- i. Each officer assigned to a 28 day cycle per year (13.04 cycles per year) of shift duty shall be entitled to one hundred ten (110) hours of compensatory time per year in order that the shift work be equivalent to that which would have been worked in a forty (40) hour work week year.
- ii. Any officer transferred to the 28 day duty cycle of shift duty from another bureau within the police department shall immediately receive compensatory time provided on a pro-rated basis.
- iii. The 12 hour shift schedule may be changed at the discretion of the Chief of Police, after discussion and with the mutual agreement of the Employer and the PBA.

5. **Salaries, Article XXV:** The salary guides represent a 2% increase for each officer each year of the contract inclusive of holiday and longevity pay. As of 2017, Patrolman Phillips will be slotted as a "1st Class Patrolman," and as of 2018, Patrolmen Phillips, Villone, and Paul will be slotted on the scale as "after five years" and will then advance in accordance with the provisions of Schedule B.

Section 1 shall now read as follows:

Salaries, January 1 through December 31

The following Salary Guide applies to all Police Officers hired after September 1, 2013:

SCHEDULE A

	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16	Effective 1/1/17	Effective 1/1/18
Year 1 Probationary	\$40,000	\$40,800	\$41,616	\$42,448	\$43,297
Year 2	\$45,000	\$45,900	\$46,818	\$47,754	\$48,709
Year 3	\$48,460	\$49,429	\$50,418	\$51,426	\$52,455
Year 4	\$56,536	\$57,667	\$58,881	\$60,058	\$61,259
Year 5	\$64,613	\$65,905	\$67,223	\$68,568	\$69,939
Year 6	\$70,487	\$71,897	\$73,335	\$74,801	\$76,298
Year 7	\$75,143	\$76,646	\$78,179	\$79,742	\$81,337
Year 8	\$79,799	\$81,395	\$83,023	\$84,683	\$86,377
Year 9	\$86,891	\$88,629	\$90,401	\$92,209	\$94,053

Current Probationary Patrolmen Mitchell and Cacciola's salaries will be as follows:

Effective 1/1/14	Effective 1/1/15	Effective 1/1/16	Effective 1/1/17	Effective 1/1/18
\$48,460	\$57,667	\$67,223	\$74,801	\$81,337

Patrolman Phillips will be paid on the following scale:

Effective 1/1/14	Effective 1/1/15	Effective 1/1/16	Effective 1/1/17	Effective 1/1/18
\$64,613	\$71,897	\$83,023	\$99,735	101,730

Patrolmen Villone and Paul will be paid on the following scale:

Effective 1/1/14	Effective 1/1/15	Effective 1/1/16	Effective 1/1/17	Effective 1/1/18
\$70,487	\$81,395	\$97,780	\$101,158	\$103,181

SCHEDULE B

All other current 1st Class Officers will be slotted into the following schedule:

	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16	Effective 1/1/17	Effective 1/1/18
1 st Class Patrolman	\$93,982	\$95,862	\$97,780	\$99,735	\$101,730
After 5 years	\$95,324	\$97,230	\$99,174	\$101,158	\$103,181
After 10 years	\$95,772	\$97,687	\$99,641	\$101,634	\$103,667
After 15 years	\$96,443	\$98,372	\$100,339	\$102,346	\$104,393
After 20 years	\$96,891	\$98,829	\$100,805	\$102,821	\$104,878

The salaries on Schedules A and B represent a 2% increase for each officer for each year of the contract, inclusive of holiday pay and longevity.

Upon being assigned to the Detective Bureau, officers will be paid an additional stipend of \$1,500 in 2014; \$1,750 in 2015; and \$2,000 annually in 2016, 2017 and 2018.

Detective clothing allowance shall be \$650 for each year of the contract.

For officers hired after September 1, 2013, after successful completion of the police training course, a probationary patrol person shall serve a one-year probationary period. Upon completion of the probationary period, that officer shall move to year 2 on the salary guide and thereafter shall move up one year on Schedule A, in accordance with their years of service, each year on their anniversary date. All remaining officers shall advance in accordance with their years of service as set forth in Schedule B, unless otherwise specified herein.

6. **Shift Differential, Article XXV:** Shift differential shall be increased \$.05 effective January 1st and every year thereafter. Article XXV, Section 2 should now read as follows:

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 p.m. to 6:00 a.m.:

\$1.75 per hour in 2014

\$1.80 per hour in 2015

\$1.85 per hour in 2016

\$1.90 per hour in 2017

\$1.95 per hour in 2018

7. **Salaries - K-9 Unit, Article XXV:** The following shall be added as new Section 5:

Effective January 1, 2014, the Employer commits to contributing \$5,000 annually towards the K-9 unit, as long as that Unit exists.

8. **Education Aid, Article XXVIII:** Shall be limited to job related classes requiring the Chief's prior approval, and the first paragraph shall read as follows:

Financial aid for educational costs shall be provided by the City upon satisfactory completion of any job-related college accredited courses and submission of proper documentation. Cost shall include any expenses incurred for tuition, books, and course fees. Advance written approval of the Chief of Police shall be required as to course selection and cost to be entitled to reimbursement.

8. **Longevity, Article XXVI:** Shall be removed from the parties' Agreement.

9. **Article XXV, Section 4:** The date shall be removed for the on-call pay effective date provision.

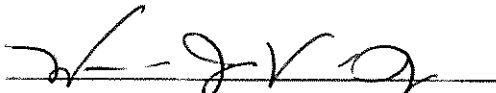
10. All other economic and non-economic proposals are hereby withdrawn.

11. All other terms of the parties' contract not referenced herein shall remain unchanged.

12. The City shall make a good faith effort to make all retro payments due under this Agreement within 30 days after the Agreement is ratified by both parties.

On Behalf of the City of Woodbury

On Behalf of PBA Local 122




Mayor

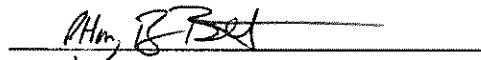
Dated: 2/14/2014



2/12/14 City Admin.



City Clerk



Dated: 2/19/14