

MEMORANDUM OF AGREEMENT

TOWNSHIP OF OLD BRIDGE

AND

**SUPERIOR OFFICERS ASSOCIATION
FOP LODGE 22 SERGEANTS/LIEUTENANTS**

The negotiations committees of the Township of Old Bridge and the FOP Lodge 22 Sergeants/Lieutenants agree to the terms of this Memorandum of Agreement as set forth below:

**ARTICLE V
SALARIES**

1. Salary increases as follows:

2017: 2%
2018: 2%
2019: 2%
2020: 2%

2. Delete in its entirety Section C.

3. Eliminate Step 1 on the Sergeants salary guide and renumber the salary guide.

**ARTICLE VIII
VACATION**

1. Add new Section C: All vacation time shall be prorated during the last year of employment. As of January 1, the officer shall be afforded twelve (12) vacation days and one (1) vacation day thereafter for each month worked. If an employee gives advance notice of retirement not later than October 1 of the year preceding retirement, the employee will not be subject to prorated vacation time during the last year of employment.

ARTICLE IX HOLIDAYS

1. Add a new section C as follows:

Effective November 1, 2017, if an employee is scheduled to work one and/or all of the four (4) below listed holidays and does not take vacation, sick, compensatory time or any type of time off on one and/or all of the below listed holidays, the employee will be afforded a $\frac{1}{4}$ floating day for each holiday worked of the below listed holidays, up to a maximum of one (1) floating days.

The holidays are:

July 4th
Thanksgiving Day
Christmas Day
New Year's Day

The $\frac{1}{4}$ floating day will be separately tracked and expires by June 30 of the following year if it is not used prior. The $\frac{1}{4}$ floating days shall not accrue, accumulate or be subject to any payout. Additionally, the use of a floating day has to be approved and such approval shall be subject to the discretion of the Chief of Police or his designee. Moreover, the use of the floating day shall not be approved if it causes overtime. If an employee uses vacation, compensatory time, floating day or any time off on one or all of the four above listed holidays, they will not earn any floating days. If an employee is scheduled to work on any of the four holidays and calls in sick on any of the four (4) above listed holidays, they will not earn a $\frac{1}{4}$ floating day and further at the discretion of the Chief of Police or his designee may be required to provide a doctor's note for the sick day.

ARTICLE X SICK LEAVE AND BEREAVEMENT LEAVE

1. Add the following to Section A, 4, a: Employees hired on or after May 21, 2010 shall not be afforded any payment or compensation for unused sick days during their employment with the Township in compliance with N.J.S.A. 40A:9-10.4.

2. Add the following to Section A, 2: Effective January 1, 2018, of these twelve (12) sick days, one (1) may be designated by the employee as a personal day. If the one (1) personal day is not taken by the employee by the end of each calendar year it shall be converted back to sick time and accrued as part of the employee's sick time bank. Effective January 1, 2018, each employee will be afforded one (1) personal day outside of their sick time bank. The one (1) personal day must be taken by the employee during the calendar year and shall not accrue, accumulate or be subject to any payout.

Moreover, the one (1) personal day shall be forfeited if not used in the calendar year. The use of any personal days is to be approved and such approval shall be subject to the discretion of the Chief of Police or his designee.

3. Add the following to Section A, 4, d (1): If an employee provides notification of their retirement by October 1 of the year preceding their retirement, the first payment of accumulated sick leave will be made within thirty (30) days following the retirement. The following two (2) payments will be made in January of the next two (2) subsequent calendar years.

4. Add the following to Section A, 4, d (2): If an employee provides notification of their retirement by October 1 of the year preceding their retirement, the first payment of accumulated sick leave will be made within thirty (30) days following the retirement. The following one (1) payment will be made in January of the following subsequent calendar year.

5. Add the following to Section A, 4, d (3): If an employee provides notification of their retirement by October 1 of the year preceding their retirement, the payment for accumulated sick leave will be made within thirty (30) days following the retirement.

ARTICLE XI HEALTH AND DISABILITY

1. Delete Section A, 1, (a), with the exception to references to dental benefits. Any references to dental benefits shall be moved to Section A, 3.

2. Add the following to Section 2 under prescription co-pays:

- Effective January 1, 2018 or when all of the Township's bargaining units successor collective negotiations terms and conditions are ratified, Brand Name prescription copay shall be increased to \$25.00.

3. Revise Section A, 8 as follows: Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV rates set forth in Chapter 78, P.L. 2011. The parties acknowledge that health benefit contributions remain negotiable in future collective negotiations.

ARTICLE XIX OUTSIDE EMPLOYMENT AND ACTIVITIES

1. Delete Section E, Subsection 5 in its entirety and replace with the following:

5. The distribution of said extra duty jobs will change from a rotating system to a total hours worked system and shall be carried out in the following manner:

a. Extra duty job scheduling will be done through the Police Officer Scheduling System (POSS).

b. Officers will receive a Police Department e-mail that a job(s) have been posted in POSS. Officers will log into POSS and select any job(s) they would want to work.

c. The scheduling coordinator will then assign officers a job(s) based upon the total number of hours worked to date within the current quarter (the officer with the least number of hours will be chosen for the first job picked, the officer with the second least number of hours will be chosen second and so on).

d. The exception to the total hours rule will be after the system resets to zero on the 1st day of January, April, July and October. For the first round of assigning a job(s) it will be seniority based.

e. At any time when two or more officers have the same total number of hours worked, then seniority will be the determining factor for assignment selection.

f. There shall be only one list for all extra duty assignments.

g. Every extra duty job shall be posted in POSS.

h. The FOP President or his/her designee shall be furnished a complete list of extra duty assignments which shall include the date, times, total hours, and location of the assignments which were posted, the bids submitted for the assignments and the officers who were selected for the assignment on a monthly basis.

i. The Chief of Police, or his designee, reserves the right to assign specific employees to certain extra duty jobs and/or officers of specific ranks to certain extra duty jobs where supervision, coordination or specialized skills are required. Any officer who works an extra duty job as a result of an assignment by the Chief of Police, or his designee, shall be charged for the number of hours worked as if he/she was assigned the job by the scheduling coordinator.

j. This agreement will only effect the provision of the contract enumerated above, specifically, Article XIX, Section E, Subsection 5. No other article, section, subsection or part of the CBA will be affected by this agreement.

ARTICLE XXV MISCELLANEOUS

1. Add the following to Section A:

All employees hired on or after January 1, 2018 shall be afforded retiree health benefits until the retired employee and spouse become Medicare eligible. All employees hired

on or after January 1, 2018, upon the retired employee and spouse becoming Medicare eligible, the Township of Old Bridge shall no longer provide retiree health benefits (neither primary and/or secondary health benefits).

2. Add new section I as follows:

I. Utilization of Leave Time:

(1). Patrol Bureau:

a. Sergeants/Lieutenants Patrol Bureau:

Only one (1) Lieutenant and one (1) Sergeant shall be granted vacation, emergency vacation, compensatory time off or schedule adjustment off per shift or at the discretion of the Chief of Police or his designee.

If an overtime slot cannot be voluntary filled with a supervisor, the Chief of Police and/or his designee reserves the right to deny the vacation, emergency vacation, compensatory time off or schedule adjustment off.

An unscheduled vacation day may be granted by the O.I.C. Unscheduled vacation will be available twenty-four (24) hours before and up to one (1) hour prior to, the start of a shift. Unscheduled vacation days will be approved for whole days (ten 10 hours), half days (five 5 hours), and quarter days (2.5 hours) and will not be granted if the request will create overtime, in accordance with the Old Bridge Police Department Policy and Procedure, No. 57-2016, Section III, Subsection C., paragraph 1.

(2). Detective Bureau:

Only one (1) Lieutenant and one (1) Sergeant shall be granted vacation, emergency vacation, compensatory time off or schedule adjustment off per shift or at the discretion of the Chief of Police or his designee.

If an overtime slot cannot be voluntary filled with a supervisor, the Chief of Police and/or his designee reserves the right to deny the vacation, emergency vacation, compensatory time off or schedule adjustment off.

An unscheduled vacation day may be granted by the O.I.C. Unscheduled vacation will be available twenty-four (24) hours before and up to one (1) hour prior to, the start of a shift. Unscheduled vacation days will be approved for whole days (ten 10 hours), half days (five 5 hours), and quarter days (2.5 hours) and will not be granted if the request will create overtime, in accordance with the Old Bridge Police Department Policy and Procedure, No. 57-2016, Section III, Subsection C., paragraph 1.

(3). Administration Bureau:

Only one (1) lieutenant and one (1) Sergeant shall be granted vacation, emergency vacation, compensatory time off or schedule adjustment off per shift or at the discretion of the Chief of Police or his designee.

If an overtime slot cannot be voluntary filled with a supervisor, the Chief of Police and/or his designee reserves the right to deny the vacation, emergency vacation, compensatory time off or scheduled adjustment off.

An unscheduled vacation day may be granted by the O.I.C. Unscheduled vacation will be available twenty-four (24) hours before and up to one (1) hour prior to, the start of a shift. Unscheduled vacation days will be approved for whole days (ten 10 hours), half days (five 5 hours), and quarter days (2.5 hours) and will not be granted if the request will create overtime, in accordance with the Old Bridge Police Department Policy and Procedure, No. 57-2016, Section III, Subsection C., paragraph 1.

(4). Traffic Unit:

Only one (1) lieutenant and one (1) Sergeant shall be granted vacation, emergency vacation, compensatory time off or schedule adjustment off per shift or at the discretion of the Chief of Police or his designee.

If an overtime slot cannot be voluntary filled with a supervisor, the Chief of Police and/or his designee reserves the right to deny the vacation, emergency vacation, compensatory time off or scheduled adjustment off.

An unscheduled vacation day may be granted by the O.I.C. Unscheduled vacation will be available twenty-four (24) hours before and up to one (1) hour prior to, the start of a shift. Unscheduled vacation days will be approved for whole days (ten 10 hours), half days (five 5 hours), and quarter days (2.5 hours) and will not be granted if the request will create overtime, in accordance with the Old Bridge Police Department Policy and Procedure, No. 57-2016, Section III, Subsection C., paragraph 1.

**ARTICLE XXX
TERM AND RENEWAL**

The term of the agreement shall be from January 1, 2017 through December 31, 2020.

1. The parties acknowledge that the terms and conditions of this Memorandum of Agreement are subject to ratification, by the Township of Old Bridge and the FOP Lodge 22 Sergeants/Lieutenants.

2. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

3. All proposals which are not included in this Memorandum of Agreement shall be deemed withdrawn by both parties.

Township of Old Bridge

FOP Lodge 22 Sergeants/Lieutenants

[Signature]

Scott [Signature]; President

Acting DA/CTO/DIA of Finance

[Signature] State Trustee

9 / 11 / 2017

Sep. 11, 2017

Dated:

Dated: