

Township of Old Bridge

and

Old Bridge Captains Association (Local 127A)

Memorandum of Agreement

April 16, 2025

The Township and the Old Bridge Captains Association (PBA Local 127A) have come to an agreement upon said terms to be included in a successor collective negotiated agreement, the key terms of which have been reduced to written form and forth in this Memorandum of Agreement.

TERM AND RENEWAL

The terms of the agreement shall be from January 1, 2025 through December 31, 2028.

All items listed in this agreement shall take effect on the date the MOA is ratified, unless otherwise noted.

ARTICLE V SALARIES

Strike item #2 from the 2022 MOA:

2. Move to Twenty Four (24) pay period effective 1/1/2023. (Note: Township will remain at 26 pay periods.)

Salary increases shall be as follows:

2025: 3% effective January 1, 2025. A \$4000 base adjustment will be effective upon the ratification of this MOA. No retro will paid on this base adjustment.

2026: 3% - plus \$4000 base adjustment effective January 1, 2026

2027: 3% - plus \$1500 base adjustment effective January 1, 2027

2028: 3% - plus \$1500 base adjustment effective January 1, 2028

See the attached proposed salary guide for 2025-2028.

Captains are required to work a 5-2 schedule and are required to be on call 24/7. Therefore, captains shall receive two (2) contract days per year, which must be used in the year earned. Contract days cannot be carried over and will not be paid out at retirement/resignation.

ARTICLE VIII VACATION

Make the following changes to Section A:

A. Captain shall receive twenty five (25) twenty-seven (27) vacation days. (FINAL)

Remove language in Section B in its entirety and replace it with the following language:

B. All Captains shall be permitted to carry over up to ten (10) unused vacation days into the new year. Requests to carry over more than ten (10) days must be made by October 1st and will require the approval of the Chief of Police.

Strike the following language from the 2022 MOA and replace the following to be labeled as Section C:

All vacation time is prorated during First (1st) year of employment. Vacation time will be prorated for payout before June 30th. Any time from July 1st, full vacation will be paid subject to proper notification of retirement is submitted. Any captain wishes to retire must notify the Township Human Resources Department with the date of retirement (Intend to retire is not acceptable notification) and must have file application to the division of pension.

C. Effective January 1, 2025, vacation will be prorated during the last year for payout upon resignation. However, vacation will not be prorated upon retirement. Furthermore, if the captain provides a minimum of ninety (90) days' notice before June 30th, he/she will be paid out any vacation carried over from the previous year, as long as he/she was not able to utilize the earned carried over vacation due to business demands. Official notification of retirement must be made to Human Resources with the date of retirement and an application for retirement must be filed with the Division of Pension.

Add a new Section – Section D – with the following language:

D. Upon resignation, retirement, or termination, an employee is entitled to the per diem value of all unused accrued vacation days. Upon the death of an employee covered by this agreement, the above payment shall be made to the employee's beneficiary as stated on his pension insurance policy. (Note: This was formerly Section C of Article XXV – Miscellaneous.)

ARTICLE IX HOLIDAYS

Add the following language at the end of Section B:

Holiday pay will be paid based on a 10.5-hour workday, <u>starting on July 1, 2025</u>. The formula to be used for calculation will be as follows: hourly rate X 10.5 hours X 15 holidays.

ARTICLE X SICK AND BEREAVEMENT LEAVE

Make the following proposed changes to Section A-2:

2. Each employee shall have ten (10) fourteen (14) sick days per year. These fourteen (14) days shall be credited on January 1st of each year. Of these fourteen (14) sick days, two (2) will be designated as personal days. If the two (2) personal days are not taken by the employee by the end of each calendar year, they shall be converted back to sick time and accrued as part of the employee's sick time bank. Personal days do not get paid out upon resignation and/or termination.

Make the following revision to Section A-3 from 2022 MOA:

3. Any officer who is entitled to sick time and is sick for more than three (3) five (5) consecutive days shall be required to furnish the Chief and Human Resources with a doctor's certificate stating the nature of the illness (unless a HIPPA violation in doing so exists) and the expected date of return to work.

Revise language in Section B-2-c with the following:

3. In no event shall any part of the bereavement leave occur more than thirty (30) days from the date of death. The Township may require that the employee produce reasonable proof of death and relationship. After approval, the appropriate amount of bereavement days will be entered into an officer's PTO (paid time off) bank and as stated above and must be used within thirty (30) days from the date of the death. Proof of death (such as an obituary or death certificate) may be requested. Should special accommodations be required beyond the thirty (30) days, a written request must be given to the Chief of Police along with documentation supporting the need for special accommodations, for his review and approval.

ARTICLE XI HEALTH AND DISABILITY

Article should be updated with all current insurance information.

Make the following change to Item #1 from 2022 MOA and label as new Section G:

G. Officers attending the Captain Buscio testing, or an equivalent comprehensive heart and lung screening provided by Cardio Pulmonary Diagnostic, LLC, or equivalent facility, will receive a 421 schedule adjustment day for attendance with proper supporting documentation filed with the

Township's Human Resources division. The extra ½ day will be given as two (2) trips are required to complete the medical exam and receive the results.

ARTICLE XII COLLEGE INCENTIVE PLAN

Increase amount to \$1500 for an associate's degree. Increase amount to \$2500 for a bachelor's degree and \$3000 for a master's degree.

Employees hired after January 1, 2023, shall not receive an incentive for an associate's degree.

ARTICLE XIX OUTSIDE EMPLOYMENT & ACTIVITIES

Remove language from 2022 MOA in its entirety.

Add the following language at the end of Section B:

No adjustment of schedules will be permitted.

ARTICLE XX GRIEVANCE PROCEDURE

Add the following language at the end of Section C:

"Days" shall mean business days. "Business days" refers to the ordinary business hours (i.e. 8:00 a.m. until 5:00 p.m., Monday through Friday). Furthermore, business days do not include any day observed as a Township holiday. This definition does not apply to the time within which a grievance must be filed – those days will remain as "calendar days".

ARTICLE XXVI SEPERATION AGREEMENT

Remove the last sentence of the paragraph and add the following sentences:

After the employee notifies the Township of their retirement, they will have the opportunity to meet with the Human Resources Manager, at least sixty (60) days before their retirement date, to review their available paid time off (PTO) and any accrued time eligible for payout. Prior to the employee's retirement effective date, and no later than two (2) weeks before that date, the employee and the Township will sign a separation agreement that outlines the final amount of accrued benefits to be paid.

NEW ARTICLE XXIX TERMINAL LEAVE

Add new article with the following language:

- A. An employee who serves notice of their intent to retire from their employment with the Township shall be permitted to utilize terminal leave prior to their actual retirement date with the following terms and conditions:
- 1. In order to qualify for terminal leave, the employee shall notify the Chief of Police or their designee of the employee's election to utilize terminal leave time, no less than sixty (60) days prior to the commencement date of the terminal leave.
- 2. Terminal leave shall be granted only after a retirement date is fixed by the appropriate pension board.
- 3. Once an employee commences terminal leave, their decision to retire from Old Bridge Township shall become irrevocable.
- 4. An employee qualifying for terminal leave shall be permitted to convert up to sixty (60) accumulated sick leave days into "terminal leave days" which shall be utilized prior to the employee's retirement date.
- 5. Once an employee commences terminal leave, he/she shall not accrue any additional sick time.

RENAME CURRENT ARTICLE XXIX "DUTY ASSIGNMENTS" AS ARTICLE XXX AND CURRENT ARTICLE XXX "TERM RENEWAL" AS ARTICLE XXXI.

The Old Bridge Captains Association	TOWNSHIP OF OLD BRIDGE		
Signature / Title	Signature / Title		
<u>4/-/6-25</u> Date:	4/22/25 Date:		
Muhaul Snee / Captain Witness	Witness Daministrato		
4-16-25 Date:	1/22/25 Date:		

CAPTAIN SALARY GUIDE 2025 - 2028

	2025	2026	2027	2028
Percent Increase	3.00%	3.00%	3.00%	3.00%
Base Adjustments	\$ 4,000.00	4,000.00	1,500.00	1,500.00
Step 1	184,381.41	193,912.85	201,230.24	208,767.15
Step 2	188,249.29	197,896.77	205,333.67	212,993.68

^{*}The 2025 base adjustment will be effective upon radification of the MOA. No retro will be paid on the base adjustment for 2025.