

**TOWNSHIP OF WATERFORD
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

RESOLUTION #2018-268

**RESOLUTION OF THE TOWNSHIP OF WATERFORD APPROVING SIDE BAR
AGREEMENT WITH POLICE BENEVOLENT ASSOCIATION LOCAL 362**

WHEREAS, the Township of Waterford and the Police Benevolent Association Local 362 (“PBA”) are parties to a Collective Negotiations Agreement (“CNA”) with the term of January 1, 2016 to December 31, 2020; and

WHEREAS, the Township and the PBA have met to discuss revisions to Article XIII, Health Benefits and Article XV, Sick Leave of the CNA; and

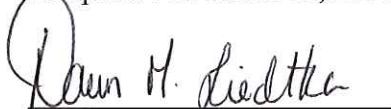
WHEREAS, the Township and the PBA have engaged in good faith negotiations in regard to proposed revisions to Article XIII and Article XV; and

WHEREAS, as a result of these negotiations, the parties have agreed to the revisions to the aforementioned Articles of the CNA as set forth on the Side Bar Agreement attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Waterford, County of Camden, State of New Jersey that for the reasons set forth hereinabove it hereby approves the attached Side Bar Agreement for the revisions to Article XIII captioned “Health Benefits” and Article XV captioned “Sick Leave” of the Collective Negotiations Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

Adopted: November 19, 2018



Dawn Liedtka, RMC/CMR Township Clerk



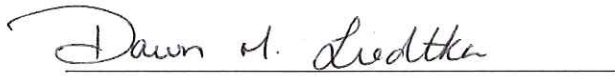
William A. Richardson, Jr., Mayor

RESOLUTION #2018-268

	GIANGIULIO	HANNA	SURA	YEATMAN	RICHARDSON
YES	X	X	X	X	✓
ABSTAIN					
NO					
ABSENT					

CERTIFICATION

I, Dawn Liedtka, Clerk of the Township of Waterford, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Township Committee at its Meeting held on November 19, 2018, at the Waterford Township Municipal Building, 2131 Auburn Avenue, Atco, New Jersey.



Dawn Liedtka, Township Clerk

SIDE BAR AGREEMENT

This Agreement is made by and between the Township of Waterford ("Township") and Policemen's Benevolent Association Local 362 (herein "PBA") on this 30th day of October, 2018.

WHEREAS, the Township and the PBA are parties to a collective negotiations agreement ("CNA") with a term of January 1, 2016 to December 31, 2020; and

WHEREAS, the Township and the PBA have met to discuss changes to Article 13, Health Benefits, and Article 15, Sick Leave; and

WHEREAS, the PBA and the Township have engaged in good faith negotiations; and

WHEREAS, the parties have agreed to changes to the aforementioned Articles of the CNA; and

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings herein set forth the parties agree as follows:

1. ARTICLE 13, HEALTH BENEFITS

Subsection B shall be amended as follows:

The Township of Waterford agrees to provide and will continue to pay medical coverage at the same levels and plans as are currently provided for the Waterford Township Police Officer and his immediate family, hired before January 1, 2013. ~~for the duration of this Agreement~~

For Waterford Township Police Officers hired after January 1, 2013, the Township of Waterford agrees to provide and will pay medical coverage for the officer and his immediate family consisting of the NJ Direct 20/30 or Aetna Freedom 20/30 Plan. Those Officers selecting coverage for the Officer and his / her immediate family with the NJ Direct 20/30 or Aetna Freedom 20/30 Plan will only be required to contribute to the Plan in accordance with Chapter

78 will be required to contribute to the Plan in accordance with the single contribution percentage rates of Chapter 78 for that plan. The Township will make additional plans available to the Waterford Township Police Officer, and his immediate family, hired after January 1, 2013 if he / she so desires. Those officers selecting a plan for themselves and their immediate family where the premium costs more than the NJ Direct 20/30 or Aetna Freedom 20/30 Plan will be responsible for the difference in premium costs between the higher of the NJ Direct 20/30 Plan or Aetna Freedom 20/30 Plan and the chosen plan. Officers selecting a more costly plan will contribute at the single appropriate Chapter 78 contribution rate for more expensive family plan in addition to the difference in premium costs. The Township will continue to provide Single Coverage to Officers for any plan chosen for Officers hired after January 1, 2013. Those officers electing Single Coverage only will be required to contribute to the Plan in accordance with Chapter 78.

2. ARTICLE 15, SICK LEAVE

The last paragraph of the Article shall be amended as follows:

The Township of Waterford agrees, when an officer retires, ~~terminates his employment,~~ resigns and/or becomes disabled and is on pension or dies, any sick working hour time will be payable to the former police officer or his surviving beneficiary, said payment is to be calculated on the officer's hourly salary at the time of his/her termination. Payment will be made as per Article 30 of this Agreement. Any month in which a first year employee is absent for more than fifty (50) percent of his/her scheduled work days due to disciplinary suspension, injury leave, or leave of absence without pay, said employee shall not accrue any sick leave time for that month. Any employee who terminates his/her employment with the Township, or whose employment is terminated by the Township shall be entitled to sick leave on a pro-rated basis for his last year of

calendar service. The last calendar year of service is defined as the year in which the employee submits his / her resignation from employment with the Township or has his / her employment terminated by the Township.

3. All other terms and conditions of employment contained in the CNA shall remain *status quo* and nothing in this Agreement shall change or alter any term or condition of employment except as set forth herein.

4. This agreement is subject to ratification by the PBA and approval by the Township and shall be null and void if not ratified.

5. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CNA.

FOR PBA LOCAL 362



JASON CHRISTY,

President

Date: 10-30-2018

FOR THE TOWNSHIP



Date: 10/30/18