

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered on this 27th day of November, 2018 between the collective negotiations teams for the Woodbridge Policeman’s Benevolent Association Local 38 (“Union”) and the Township of Woodbridge (“Township”)(collectively “the Parties”).

WHEREAS, the parties having bargaining in good faith, mutually agree to amend the terms of their collective negotiations agreement which is effective through December 31, 2018 (the “Agreement”);

WHEREAS, the Township and the Union have negotiated the terms of a new Collective Negotiations Agreement for the term January 1, 2019 through December 31, 2021;

WHEREAS, the Parties hereto wish to set forth the negotiated terms of such new Collective Negotiations Agreement in this MOA for submission and approval of the Township Council and the Union membership, pending the execution of a new Collective Negotiations Agreement incorporating the terms contained herein;

NOW, THEREFORE, and in consideration of the terms and conditions set forth herein, the parties agree to the following amendments of the Collective Negotiations Agreement between the parties for incorporation into a new Collective Negotiations Agreement:

1. Article I- Recognition - Revise to replace “the Deputy Chief of Police, the Chief of Police” with “Deputy Police Director, Police Director” and add “Chief Law Enforcement Officer” to titles excluded from recognition.
2. Article IV, Section A – Delete “National PBA Convention” and add “Collective Bargaining Seminar.”
3. Article IV, Section B – Increase the total days for which the State Delegate shall be granted time off to thirty-eight (38) days.
4. Article IV, Section D – Substitute “shall” for “may.”
5. Article IV, Section E – Increase the number of days for PBA business to thirty (30) days per year.
6. Article V – Salaries –
 - 2019 – 2.8% salary increase for 1st Class and Senior Officer
 - 2020 – 2.3% salary increase for 1st Class and Senior Officer
 - 2021 – 2.2% salary increase for 1st Class and Senior Officer

Increases are effective January 1 of each year.

7. Article V, Section B – second paragraph, first sentence substitute “shall” for “may.”
8. Article XII – Insurance - revise as follows:
 - a. (Section A) Revise last sentence to state, “The list of retirees will be maintained by the Township.”
 - b. (Section B) Delete “as implemented on May 1, 1979.”
 - c. (Section B) Revise to provide that Chapter 78 contributions shall be frozen at the 2017 Tier 4 levels for the life of this Collective Negotiations Agreement. The 2017 contribution rates will stay in effect until a successor agreement is reached at which time, if no agreement is reached on contributions, the health insurance contributions shall revert back to the Tier 4, Chapter 78 levels upon implementation of the successor agreement.
 - d. (Section B) Amend to include the follow, “Effective January 1, 2019, the benefit platform for all employees shall be annexed hereto as Appendix C.”
 - e. (Section C) Revise to include the following:
 - a. Retired Officer Contributions
 - i. Employees who retire with 25 or more years of service are eligible for medical and hospital benefits in retirement, with contribution rates based on c.78 rates applied to the pension benefit.
 - ii. Notwithstanding the above sentence, employees who (1) had at least 15 years of PFRS credited service with the Township on June 28, 2011, and who retire with 25 or more years of PFRS credited service, or (2) retire on an eligible disability retirement pension, shall be eligible for medical and hospital benefits in retirement, at no cost to the employee. To be eligible for such benefits at no costs, employees must continue to meet all other contractual requirements for retirement benefits eligibility, including the Township’s requirement of at least 17.5 years of service with the Township or retirement with an eligible disability.
 - f. (Section E) Increase annual dental coverage to Two Thousand Dollars (\$2,000.00) and orthodontic coverage to Four Thousand Dollars (\$4,000.00).
 - g. (Section F) Revise entire section to implement the follow programs:
 - a. Effective January 1, 2019, the PBA shall adopt the benefit platform adopted by the Township’s SOA and civilian units, as set forth in the attached benefits grid (to be included as Appendix C), including but not limited to the

and appeal. During the pendency of the appeal, the employee may pay the appropriate copay for the Brand medication.

3. Outdated/Inapplicable Sections:

- a. Delete sections with outdated/inapplicable language that refer to specific benefits. Although these items are being eliminated from the contract, the appropriate benefit shall be reflected in the summary plan documents.

4. Plan Costs:

- a. Since the Township is self-insured, "plan costs" shall be determined based upon COBRA rate equivalents.

- h. (Section G) Increase eyeglass and contact lens allowance to Three Hundred Dollars (\$300.00) each.
 - i. (Section J) Revise to state, "All Employees shall be provided with prescription plan identification cards. Delete remaining language.
 - j. (Section M) Eliminate in entirety.
 - k. (Section P) Eliminate in entirety.
 - l. (Section Q) Replace "major medical" with prescription.
 - m. (Section R) For active members, add dependents ,and increase benefit to Two Thousand Dollars (\$2,000.00) every two years.
 - n. (Section T) Eliminate in entirety.
 - o. (Section U) Eliminate in entirety.
 - p. (Section V) Eliminate in entirety.
9. Article XV, Section A – increase mileage reimbursement rate to \$0.40 and remove "except in civil cases unless the Township is a Defendant and this Officer is not also a Defendant."
10. Article XVII, Section A – Cap sick leave at \$7,500 for employees hired on or after January 1, 2021.
11. Article XVII, Section C1 – Add "fracture."
12. Article XVII, Section C – Remove sentence, "All Employees who have accumulated sick time under the existing contract shall be entitled to seven and one-half (7 1/2) days

per year for all years that they have been employed by the Police Department up through December 31, 1977.”

13. Article XVII – Insert new section – “Light Duty Policy”
 - a. (1). Definition: “Light duty” assignment shall be defined as temporary work, which may be accomplished by an injured or ill employee with certain stipulated or medical or physical limitations, while said employee is unable to perform the essential functions of their “full duty” assignments.
 - b. (2). Light Duty assignments shall be subject to availability and approved by the Police Director or his designee.
 - c. (3). Light Duty assignments shall last no longer than two weeks in duration and serve as a transition back to full duty only.
 - d. (4). A Light Duty assignment may be extended by written request at the sole discretion of the Police Director or his designee.
 - e. (5). Light Duty assignments shall be conducted on a 4/3 day shift schedule. There shall be no Light Duty assignments on other shifts, unless approved at the sole discretion of the Police Director or his designee.
14. Article XIX – provide that employee may choose attorney from list of approved attorneys provided by the JIF.
15. Article XX, Section A – delete “if surviving spouse remarries.”
16. Article XX, Section B – add to the end of the first sentence, “not in the line of duty.”
17. Article XXIV – Replace “10 to 6” shift and “11 to 7” shift with “11 to 6” shift.
18. Article XXIX – Agreed upon inventory list of items.
19. Article XXXI – Delete last sentence.
20. Article XXXII – Tuition Reimbursement
 - a. (New) Tuition reimbursement for a degree program taken in furtherance of an employee’s law enforcement career must be pre-approved by the Police Director and concurred with by the Business Administrator.
 - b. Increase per credit reimbursement to Seventy Dollars (\$70.00) per credit for undergraduate courses and Eighty Dollars (\$80.00) per credit for graduate courses.
 - c. Increase stipends as follows: (1) Associate Degree - \$650 per year; (2) Bachelor’s Degree - \$1,200 per year; (3) Masters, Ph.D. or Professional Degree - \$1,750.00 per year.

21. Article XXXIII, Section A – increase First Class Detective pay to One Thousand Seven Hundred Fifty Dollars (\$1,750.00).
22. Article XXXV, Section B – increase to three (3) hour minimum.
23. Article XXXVI, Section A – amend to add the following to the end of the first sentence, “If an employee covered by this Agreement...for that membership year provided that the employee submits written consent to do so on a form to be provided by the PBA.”
24. Article XLI – The Township will pay a maximum of \$5,000 per year for food and veterinary expenses of the retired police K-9 dog.
25. Article XLII – Three year duration – January 1, 2019 through December 31, 2021.
26. Appendix B – Amend rates as follows:

	2019	2020	2021
Protective Service	\$44.00	\$45.00	\$46.00
Day Traffic	\$63.00	\$64.25	\$65.25
Night Traffic	\$73.50	\$74.75	\$75.75
Administrative Cost			
Protective Services	\$2.00	\$2.25	\$2.25
Day Traffic	\$3.00	\$3.25	\$3.25
Night Traffic	\$4.00	\$4.25	\$4.25

27. Appendix B - Section 6(a), Revise as follows:
 - a. 1st Offense - Performance Notice
 - b. 2nd Offense - Letter of Reprimand
 - c. 3rd Offense - 1 Month Suspension from the Extra Duty List
 - d. 4th Offense - 3 Month Suspension from the Extra Duty List
 - e. 5th and All Subsequent Offenses – Minimum of 3 Month Suspension from Extra Duty List.
 - f. If no additional offense occurs within a twelve (12) month period from the last charged offense, the penalty phase will revert back to the 1st offense thereafter.
28. The Township will provide copies of the Agreement at no cost to the Union.
29. All other proposals submitted on behalf of either party, unless specifically included in the MOA, are hereby withdrawn.

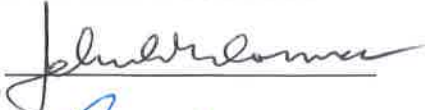
30. Unless specifically addressed in this MOA, the terms of the parties' current collective negotiations agreement which expire on December 31, 2018 shall remain in full force and effect.


31. All terms and conditions herein are effective January 1, 2019 unless otherwise stated.

32. There is no agreement unless ratified by the Union membership and the Woodbridge Township Council. Both the Union's and the Township's negotiation teams agree to recommend ratification of this MOA to their respective membership.

33. Upon ratification and approval of this MOA by the Union membership and the Woodbridge Township Council, the terms of this MOA shall be incorporated into a new Collective Negotiations Agreement which will be prepared by the Township.

FOR THE TOWNSHIP





FOR THE PBA





Township of Woodbridge

PBA Schedule of Benefits

effective January 1, 2019

	POS		PPO
	In Network	Out-of-Network	In and Out of Network Benefits
Major Medical	<i>No Referrals Needed</i>		<i>No Referrals Needed</i>
Calendar Year Deductible Ind/Family	N/A	\$250/\$500	\$500 Individual/\$1,000 Family
Calendar Year Out-of-Pocket Maximum	N/A	\$1,750/\$3,500 *	\$2,500 Per Person *
	<i>Does not include deductible, non covered amounts above the plan's allowable charge, copayments or pre-authorization penalties</i>		<i>Does not include deductible, non covered amounts above the plan's allowable charge, copayments or pre-authorization penalties</i>
Coinsurance	N/A	70% after Deductible *	80% after Ded *
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Physician Services			
Office Visit	\$5 Copay	70% after Ded *	80% after Ded *
Specialist Visit	\$10 Copay	70% after Ded *	80% after Ded *
Gynecological Care	\$10 Copay	70% after Ded *	80% after Ded *
Pre-Natal Care	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *
Routine Physical	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *
Well-Child Care	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *
Surgical Centers			
Deductible	N/A	\$1,000	No Ded INN, plan pays \$1,000 OON *
Maximum Allowable Charges	N/A	\$3,000	Plan pays 80% INN after ded, up to \$3,000 OON *
Hospital Benefits			
In-Patient Care	No Charge **	70% after Ded (*)(**)	Plan pays 100% for the first 120 days per calendar year, then \$50 per day thereafter. The remaining hospital room and board charges in excess of \$50 are subject to Deductible & Coinsurance (*)(**)
Out-Patient Care	No Charge	70% after Ded *	100% *
In-Patient/Out-Patient Physician Services	No Charge	70% after Ded *	100% *
Emergency Room <i>(Used for accidental injury/life threatening event)</i>			
Facility Services	\$50 Copay	\$50 Copay	100% *
Urgent Care	\$25 Copay	\$25 Copay	100% *
Office Visit	\$10 Copay	\$10 Copay	100% *
Extended Care			
Extended Care and Skilled Nursing	No Charge **	70% after Ded (*)(**)	Plan Pays 80% after ded * (includes in-patient rehab and cognitive therapy)
	<i>Limited to combined maximum of 90 days per calendar year; no prior hospitalization required</i>		<i>Limited to 30 days per calendar year; only eligible for covered persons under age 65</i>
Therapy Services			
Outpatient Therapies	\$10 Copay **	70% after Ded (*)(**)	80% after Ded *
	Includes Physical and Occupational 30 visits per calendar year combined		Includes Physical and Occupational 30 visits per calendar year combined
Cardiac Rehabilitation	\$10 Copay **	70% after Ded (*)(**)	80% after Ded *
Mental Health & Substance Abuse Services			
In-Patient Mental Health/Substance Abuse	No Charge **	70% after Ded (*)(**)	Plan pays 100% (*)(**) after ded for 20 days max per calendar year. Plan pays 80% (*)(**) after ded for 10 additional days if required
	<i>Limited to 30 days per calendar year</i>		<i>Limited to 30 days per calendar year</i>
Out-Patient Mental Health/Substance Abuse	\$10 copay	70% after Deductible *	80% after Ded *
	<i>Out-Patient includes any Out-Patient diagnostic services or treatment other than partial hospitalization - see SPD for plan limitations</i>		
Other Services			
Laboratory Services	No Charge	70% after Ded *	80% after Ded *
Other Diagnostic Services (X-Rays/PET Scan/CAT Scans etc...)	No Charge	70% after Ded *	80% after Ded *
Durable Medical Equipment	No Charge (**)	No Charge (*)(**)	80% after Ded *
Home Health Care	No Charge (**)	70% after Deductible *	80% after Ded *
	<i>Limited to 60 visits per calendar year (not to exceed 4 hours per visit)</i>		<i>Limited to 60 visits per calendar year (not to exceed 4 hours per visit)</i>
Chiropractic Care	\$10 Copay	70% after Ded *	Plan pays 100% for INN Plan pays 80% after ded * for OON services
	<i>Limited to 30 visits combined per calendar year</i>		<i>Limited to 20 visits per calendar year</i>
Infertility Services	\$10 Copay	70% after Ded *	Covered only up to and including the diagnosis
	<i>See Attached Schedule of Benefits Pre-Authorization Required</i>		<i>In-Vitro Fertilization, Artificial Insemination or similar procedures are not covered</i>
Hearing Services			
Routine Hearing Exam (up until the age of 19)	\$10 Copay	70% after Ded *	Not Covered
Hearing Aids	Not Covered	Not Covered	Not Covered

Township of Woodbridge
PBA Schedule of Benefits
effective January 1, 2019

Drug Card			
Active - Generic	\$0.00	N/A	\$0.00
Active - Formulary Brand	\$17.50	N/A	\$17.50
Active - Non Formulary Brand	\$25.00	N/A	\$25.00
Retiree - Prescription Card	20% Coinsurance Card	N/A	20% Coinsurance Card
Mail Order	Generic - \$0.00	N/A	Generic - \$0.00
	Formulary Brand - \$26.00		Formulary Brand - \$26.00
	Non-Formulary - \$37.50		Non-Formulary - \$37.50
	Prescription Card and Mail Order - Retirees subject to 20% Coinsurance up to \$800 OOP Maximum		Prescription Card and Mail Order - Retirees subject to 20% Coinsurance up to \$400 OOP Maximum
Pharmacy Maintenance Programs <i>effective January 1, 2019</i>	Walgreens Smart 90 Program Mandatory Generic Program		Walgreens Smart 90 Program Mandatory Generic Program
* Reimbursement to all providers is based on the Plan's fee schedule. Any Out-Of-Network providers can balance bill the patient for any amounts in excess of the Plan's fee schedule. This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. The Plan's Out-of-network fee schedule is 200% of the allowable fees under the 2012 Medicare fee schedule.			
** These services require pre-authorization. You and/or your physician are responsible for pre-authorization for QualCare Network and Out-of-Network services, otherwise the services may not be covered or a penalty may be applied. Refer to SPD for a complete list of pre-auth services. Charges over 200% of the Medicare Fee Schedule do not accumulate towards out-of-pocket maximums. New Plans are available only to those employees in the already negotiated bargaining units, PBA and the Non Union employees and all Retirees.			
Note: this summary is not intended to be a comprehensive list of services and is subject to change in accordance with Collective Bargaining Agreements.			