

RESOLUTION #14-117


**RESOLUTION AUTHORIZING THE EXECUTION OF A
COLLECTIVE NEGOTIATIONS AGREEMENT WITH
THE SERGEANTS OF THE WOODBURY POLICE DEPARTMENT
PBA LOCAL #122**

WHEREAS, the City of Woodbury is desirous of entering into a Collective Negotiations Agreement with the Sergeants of the Woodbury Police Department, PBA Local #122; and

WHEREAS, the term of the Agreement is January 1, 2014 through December 31, 2018;
and


NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Woodbury, the Mayor concurring, that the Mayor and/or City Administrator be authorized to execute the Collective Negotiations Agreement with the Sergeants of the Woodbury Police Department, PBA Local #122 in the form attached hereto.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on June 24, 2014.

CITY OF WOODBURY
By: 

DAVID TROVATO,
President Pro Tem

ATTEST:



ROY A. DUFFIELD, Clerk

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

**CITY OF WOODBURY
GLOUCESTER COUNTY, NEW JERSEY**

and

**SERGEANTS OF THE WOODBURY POLICE DEPARTMENT
PBA LOCAL #122**

January 1, 2014 to December 31, 2018

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PREAMBLE

This Agreement, entered into as of June 1, 2014, by and between the City of Woodbury, New Jersey, hereinafter referred to as the "Employer", and the Sergeants of the City of Woodbury Police Department.

ARTICLE I **RECOGNITION**

SECTION 1 – The Employer hereby recognizes the New Jersey State Policemen's Benevolent Association, Local #122, also referred to as the Association, as the exclusive representative for the collective negotiations concerning terms and conditions of employment for all Sergeants of Police.

SECTION 2 – Unless otherwise indicated, the term police officer, employee, or employees when used in this Agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II **POLICE PERSON'S RIGHTS**

Pursuant to N.J.S.A. 34:13A-1, et. seq., the Employer hereby agrees that every police officer shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the laws of the State of New Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police person in the employment of any rights conferred by 34:13A-1, et. seq., or other laws of New Jersey or the Constitution of New Jersey and the United States.

Up to three (3) representatives of the negotiating unit shall be permitted time off with pay to attend negotiating sessions and grievance sessions provided the efficiency of the Department is not affected thereby, and provided such meetings are mutually scheduled by the parties.

A police Sergeant shall have the right to inspect his or her personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Employer agrees to notify in writing the individual police Sergeant if any material derogatory or favorable to the police officer is placed in his or her personnel jacket. The employee may, upon reasonable request, and at his or her expense, obtain photostatic copies of any material contained in his or her personnel file.

ARTICLE III
GRIEVANCE PROCEDURE

SECTION 1

Definition: For the purpose of this Agreement, a grievance is defined as a dispute between the Employer and the Association or any employee covered hereby with respect to the alleged violation of a specific provision of this Agreement, provided that the term grievance shall not apply to (a) any matter for which a method of review is prescribed by law, or (b) any matter which according to law is either beyond the scope of authority of the City of Woodbury or limited to unilateral action by the City of Woodbury alone, or (c) a complaint of any employee which arises by reason of his or her not being re-employed.

Procedure: Any member of the negotiating unit shall have the right to present a grievance as specified herein.

SECTION 2

Step 1 - Lieutenant: Any employee who believes he or she has a grievance shall discuss it first with the Lieutenant/Captain of Police in an attempt to resolve the matter informally at that level. If as a result of this discussion, the matter is not resolved to the satisfaction of the employee, he or she shall set forth his or her grievance in writing within ten (10) days of the date of the occurrence of the events giving rise thereto and present it to the Lieutenant/Captain on an appropriate form, specifying: (a) the specific nature of the grievance and the contract clause violated, (b) the results of previous discussions, (c) the date and time of presentation, (d) the relief sought. The Lieutenant/Captain shall communicate his decision to the employee in writing within seven (7) days of receipt of the written grievance.

Step 2 - Chief of Police: In the event the employee remains dissatisfied, he or she shall, no later than five (5) days after receipt of the Lieutenant's written decision, appeal the Lieutenant's decision to the Chief of Police. The appeal to the Chief of Police must be made in writing reciting the matter, as submitted to the Lieutenant as above specified and the employee's dissatisfaction with the decision previously rendered. The Chief of Police shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) days. The Chief of Police shall communicate his decision in writing to the employee and to the Lieutenant.

Step 3 - Mayor: If the grievance remains unresolved to the employee's satisfaction, he or she may, no later than five (5) days after receipt of the Chief of Police's decision, request a review by the Mayor. All previous documents shall be submitted to the Mayor with such request for review and he shall render a decision no later than fifteen (15) days after receipt of the grievance. The Mayor may, if he/she so desires, indicate a designee to hear and resolve such grievance.

Step 4 - Arbitration: In the event settlement of the grievance is not reached in Step 3, the matter may be appealed in accordance with the arbitration procedure hereinafter established. Notification of desire to appeal to arbitration shall be made known to the other party in writing

within fifteen (15) days subsequent to the date of receipt of the third step answer but in no event later than twenty (20) days subsequent to the date of receipt of the third step answer.

SECTION 3 – A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. Within ten (10) days after the receipt of a request to arbitrate, the receiving party will give its response thereto in writing stating whether or not it believes the stated dispute to be arbitrable.

If the response agrees as to the arbitrability of the dispute, the parties will proceed to arbitration in the manner set forth below.

In the event the receiving party has asserted that the dispute contained in the request for arbitration is not arbitrable, the parties shall proceed to arbitrate in the manner set forth below only after, upon petition of the requesting party, final judgment of a court has determined that a grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues.

In the consideration of the decision of any question involving arbitrability, it is specific agreement of the parties that:

- (a) This Agreement sets out expressly all the restrictions and obligations assumed by the respective parties hereto, and no implied restrictions or obligations are inherent in this Agreement or were assumed by the parties in entering into the Agreement.
- (b) In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the City of Woodbury retains all its rights to manage the Police Department, subject only to the express limitations set forth in the Agreement; it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the City of Woodbury in the exercise of any such retained rights, except where such challenge is based upon a violation of any express limitation set forth in this Agreement.
- (c) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles set forth in this Article and constitutes a grievance under the definition of a grievance set forth in Section 1.

If a final judgment of PERC or of a court has determined that a request raises arbitrable issues, the decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final PERC or court judgment and the

arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

None of the provisions hereof shall deprive a court of competent jurisdiction of its power to determine questions of arbitrability or the validity of any decision or award of the arbitrator, in any proceeding seeking to require arbitration or to enforce, modify, or set aside a decision and award of the arbitrator.

Arbitration Procedures: In the event arbitration is voluntarily agreed to on timely request or ordered by a court of competent jurisdiction the parties shall endeavor to mutually agree upon an arbitrator. If the parties fail to agree on such arbitrator, either or both parties may file a petition with the Public Employment Relations Commission (PERC) for the appointment of an arbitrator in accordance with PERC rules and procedures. The fees and the expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator as set forth above shall be restricted to a determination of whether or not there has been a violation of the Agreement as alleged in the written grievance, and to the appropriate remedy. The arbitrator shall have no authority in any case to add to, subtract from or alter in any way provisions of this Agreement.

SECTION 4

Miscellaneous: in the event a grievant is represented by himself or by an attorney, the Association shall be notified upon receipt of such grievance at the Chief of Police level and shall be permitted to be present at all grievance meetings if such be held. Copies of all correspondence shall be forwarded to the Association under such circumstances.

Failure to file or appeal a grievance within the specified time limits shall constitute a waiver and settlement of the grievance.

Failure of a City of Woodbury representative to give his answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.

It is understood and agreed that nothing herein contained shall prevent either the City of Woodbury or the Association and/or a grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.

Neither the City of Woodbury nor the Association shall subject any employee grievant or employees appearing on behalf or in opposition to such a grievant to reprisals for participation in the grievance procedure. The grievant's papers shall not be filed in the employee's file.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance and any effect thereof shall have been fully determined.

A request for arbitration can be honored only if the grievants and the organization representing them, waive the rights, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's award.

ARTICLE IV
PEACEFUL RESOLUTION OF DIFFERENCES

Both parties recognize the desirability of continuous and uninterrupted operation of the Police Department and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement, and it will not, nor will any person acting in its behalf cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment). The City of Woodbury agrees that it will not engage in any lock-out directed at members of the negotiating unit for the duration of the Agreement.

The above is interpreted that: The Association may be held liable in damages for "wild cat" strikes unless the Association in writing immediately disavows the strike and notifies the strikers to return to work.

The Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Employer to dismiss or otherwise discipline employees taking part in that breach of contract.

ARTICLE V
MANAGEMENT RIGHTS

SECTION 1 – The Employer, on its own behalf and on behalf of the taxpayers of the City of Woodbury hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing the right:

- (a) To exercise management and administrative control, control of the Police Department and its properties and facilities, and the activities of its employees while such employees are on duty.

- (b) To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions; and to promote and transfer all such employees.

SECTION 2 – The exercise of the foregoing powers, rights, authority and duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

SECTION 3 – Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under New Jersey laws or any other national, state, county or local laws or regulations.

SECTION 4 – Nothing in this Agreement which changes pre-existing Employer policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the directions of the Chief of Police and in accordance with Employer and administrative policies, rules or regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

SECTION 5 – It is understood that, under the rulings of the courts of New Jersey, the Employer is forbidden to waive any rights or powers granted it by law. Notwithstanding anything to the contrary, nothing contained in any section, paragraph or subsection of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Employer has waived rights which are expressly required by the courts to be retained by the Employer.

ARTICLE VI **SENIORITY**

Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire in the Department. Included in seniority are periods of sick leave, temporary disability, approved leave of absence and vacation time but excluded are valid periods of suspension.

ARTICLE VII **VACATIONS**

SECTION I

Earned Vacations: Officers shall be entitled to vacations based upon the length of time employed with the City as hereinafter provided.

Officers Who Have Been Employed From

0 to 1 year
1 to 5 years
6 to 10 years
11 to 15 years
16 to 20 years

Number of Hours

pro rata up to 80 hours
80 hours
120 hours
160 hours
160 hours plus 8 hours for each year of service
over 15 years to 20 years, not to exceed 200
hours

Note: The parties have agreed to change vacation accounting from days to hours with the intent being that the change is for accounting purposes only and will not cause any employee to gain or lose vacation time.

SECTION 2 – Any officer who is entitled to vacation shall, at his or her option, be allowed to take said vacation in consecutive weeks and/or days provided it does not unreasonably interfere with the Departmental operations and provided further that the Police Chief grants approval, which approval shall not be unreasonably withheld. Said vacation may be taken at any time during the calendar year.

SECTION 3 – In general, and unless operational needs of the Department dictate to the contrary, vacation selection shall occur on the basis of seniority as previously defined in this Agreement. All vacation time may be delayed to a time based on operational needs of the Department as identified by the Chief of Police.

ARTICLE VIII
HOLIDAYS

SECTION 1 – As of January 1, 2002, holiday pay shall be incorporated into the Sergeant's base salary (Article XXV) and paid out biweekly in accordance with the City's regular payroll practices. Therefore, holidays shall no longer be recognized as a point for future negotiations unless proposed by the City.

ARTICLE IX
SICK LEAVES AND LEAVES OF ABSENCE

SECTION 1

Time off with Pay: Time off with pay shall be granted to an employee properly presenting such request to his or her supervisor, for the following reasons:

- (a) In case of death in the immediate family of an employee as defined below, the Employer will pay for the below listed number of days of time off (working days) up to and including the day of the funeral, provided the employee is required to assist in the arrangements and personally attends the funeral.

Five (5) days

1. Employee's spouse.
2. Employee's children and step children.
3. Employee's parents or foster parents and step parents.
4. Parents of Employee's spouse and step parents.

Three (3) days

5. Employee's brother or sister or spouse's brother or sister.
6. Employee's grandparents or grandchildren.
 - (b) In the event of death of an aunt or uncle a member shall be entitled to one (1) full day with pay to attend the funeral.
 - (c) The employee will not receive pay if he/she was scheduled off during this period.
 - (d) A request for time off for any reason not covered by these regulations shall be made to the department head and it shall be his responsibility to approve or reject the request. If such a request is granted it shall be so noted on the employee's record.
 - (e) Qualifying leave under the Family and Medical Leave Act shall be as set forth in the Personnel Policies of the City of Woodbury.

SECTION 2

Temporary Illness Schedule: The purpose of this schedule is to provide sick benefits to permanent employees while temporarily disabled by illness or accident. Such illness or accident need not be work related.

Benefits are provided according to years of service.

| <u>At Least</u> | <u>Less Than</u> | <u>Full Salary</u> | <u>One-Half Salary</u> | <u>Total Weekly Coverage</u> |
|-----------------|------------------|--------------------|------------------------|------------------------------|
| 1 year | 2 years | 4 weeks | 2 weeks | 6 weeks |
| 2 years | 3 years | 4 weeks | 7 weeks | 11 weeks |
| 3 years | 4 years | 4 weeks | 12 weeks | 16 weeks |
| 4 years | 5 years | 4 weeks | 17 weeks | 21 weeks |
| 5 years | 6 years | 8 weeks | 18 weeks | 26 weeks |
| 6 years | 7 years | 8 weeks | 23 weeks | 31 weeks |
| 7 years | 8 years | 8 weeks | 28 weeks | 36 weeks |
| 8 years | 9 years | 8 weeks | 33 weeks | 41 weeks |
| 9 years | 10 years | 12 weeks | 34 weeks | 46 weeks |
| 10 years | 15 years | 12 weeks | 40 weeks | 52 weeks |
| 15 years | 20 years | 14 weeks | 38 weeks | 52 weeks |
| 20 years | 25 years | 16 weeks | 36 weeks | 52 weeks |
| 25 years | 30 years | 18 weeks | 34 weeks | 52 weeks |

(a) To become eligible for benefits under this schedule an employee must have completed one (1) year of continuous and exclusive service with the City from the date of his or her employment.

(b) "Sick Leave" is defined as absence from duty of an employee, because of personal illness or injury by reason which such employee is thereby unable to perform the usual duties of his or her assigned position; exposure to contagious disease, a short period of emergency attendance upon a member of his or her immediate family critically ill and requiring the presence of such employee. For the purpose of this section, member of the "immediate family" are those members of family living in employee's home.

Sick Leave shall not be interpreted as including an extended period when the employee serves as a nurse or housekeeper during a protracted illness of a member of the family. Sick leave for a period greater than one (1) day shall be verified by a statement from the attending physician. An employee who does not expect to report for work because of personal illness or for any other reason, shall, notify his or her immediate superior, or some other authorized person in his or her particular employment unit by telephone or personal message at the beginning hour of work for his or her position or immediately thereafter.

(c) No benefits will be paid hourly employees for the first scheduled working day of any period of absence.

- (d) It shall be understood that the City will pay full salary of the employee for such period of time as the employee shall be eligible for temporary illness payments. Therefore, the employee shall be obligated to immediately upon receipt and in no event in more than forty-eight (48) hours, turn over to the City any amounts received in Workmen's Compensation payments. Failure to turn over such payments properly endorsed to the City shall constitute a basis for disciplinary action up to and including suspension without pay and/or discharge. Whenever the attending physician, or a physician designated by the City shall report in writing that an employee is fit for duty, such employee shall forthwith report for duty. If the employee does not report for duty, he or she shall be subject to dismissal upon proper notification by his or her supervisor or the City Clerk.
- (e) In the event that an employee is engaged in part-time outside work for personal gain, the City shall have no liability nor obligation for any sickness or injury incurred in such outside work. Furthermore, no benefits shall be paid for illness or accident occurring while an employee is absent from work while engaged in any commercial or occupational work not directly connected with his or her employment.
- (f) An employee re-qualifies for full benefits after a period of thirteen (13) weeks of active service.

SECTION 3

Military Leave:

- (a) An employee who is a member of the National Guard or Naval Militia or of the Military or Naval Forces of the United States and is required to engage in field training therein shall be granted a leave of absence with pay for the period of such field training. This leave shall be in addition to the annual vacation leave. The City shall pay the difference between military pay and the employee's regular pay.
- (b) Employees subject to military duty shall be entitled to all rights and privileges in accordance with applicable state and federal statutes.

SECTION 4

Leave of Absence Without Pay:

- (a) A permanent employee who desires to engage in a course of study which will increase his or her usefulness to the City and desires to secure leave from his or her regular duties, with the approval of the Mayor and City Council, may be granted a special leave of absence, for a period not to exceed six (6)

months. An extension of such leave may be granted by the Mayor and City Council for such a period as may be determined by them to be in the best interests of the City of Woodbury.

- (b) An employee who is absent from work without official permission or fails to notify his or her immediate supervisor or the City Clerk, that he or she will not report to work that day, shall be subject to appropriate disciplinary action and loss of pay.

SECTION 5

Personal Leave:

- (a) 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. Such approval shall not be unreasonably withheld. In situations where the Police Chief in his judgment cannot grant the number of personal leave requests, seniority shall prevail for those days granted. In addition, each Sergeant shall be given one (1) additional day, designated as an "Administrative Day."
- (b) Requests for a non-emergency personal day shall be requested in writing on the form provided and delivered to the Police Chief at least five (5) days prior to the day requested.
- (c) An "emergency" personal day is defined as one that may be requested up to one hour before reporting to duty.

ARTICLE X **CLOTHING**

SECTION 1 – The Employer shall pay all Sergeants of Police a clothing allowance of \$1,800.00 per year, per Sergeant. Said clothing allowance shall be paid to each Sergeant on or before June 1st of each year. Clothing Allowance will cover the cost of uniforms and equipment. The City agrees to continue to provide weapons, ammunition and bullet proof vests. Any changes, modifications or additions to the existing uniform will occur at the initial expense of the City.

SECTION 2 – If any part of an officer's uniform, watch or glasses is destroyed or damaged in the line of duty, it shall be the responsibility of the Employer to replace same upon approval of the Police Chief, which approval shall not unreasonably be withheld. Repair or replacement of personal effects shall be limited to watches (up to \$50.00) and glasses (up to \$150.00). The Employer reserves the option to provide watches as part of the basic uniform requirement of all

personnel, and further reserves the right to direct where repairs and/or replacement of the items damaged shall occur.

ARTICLE XI INSURANCE

SECTION 1 – (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 1, 2014, 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.

SECTION 2

Retiree Benefit: (a) Upon retirement, the City agrees to provide and pay for the benchmark plan, or whatever insurance coverage is being provided, and the agreed upon Prescription Plan for members, their spouses and eligible dependents, where appropriate, provided the member:

- (i) has completed twenty five (25) years of service, and for employees hired after January 1, 2006, the additional provision that at least 20 of such years shall have been with the City; or;

- (ii) has become totally and permanently disabled while in the line of duty after completion of his/her one year probation period with the City of Woodbury; or
 - (iii) has retired on a recognized disability pension after ten (10) year of service.
- (b) The following applies to retirees residing outside the plan service area using out of network services: Where the out of pocket expense limits increase from \$1,000/\$2,000 to \$2,000/\$4,000 under the benchmark plan, retirees who reside outside the service area will be reimbursed for eligible out of pocket expenses as follows:

Single coverage - the out of service area retiree will be reimbursed actual out of pocket expense incurred in excess of \$1,000, to a maximum reimbursement amount of \$500. As an example, once the retiree pays \$1000, the City will reimburse the retiree for the next \$500 in actual out of pocket eligible expenses.

Family coverage - the out of service area retiree will be reimbursed actual out of pocket eligible expenses incurred in excess of \$2,000, to a maximum reimbursement of \$1,000. Reimbursement payments will be made in lump sums twice a year, following receipt by the City of acceptable documentation of the expense and its payment by the retiree.

Reimbursement payments will be made in lump sums after the individual incurs \$500 in reimbursable out of pocket expense, or twice a year on or about July 15th and January 15 , whichever comes earlier, following receipt by the City of acceptable documentation of the expense and its payment by the retiree. Insurance company statements indicating out of pocket expense shall constitute sufficient documentation for purposes of reimbursement.

- (c) If the employee is re-employed after retirement from the City, coverage shall cease unless the new Employer does not provide equivalent coverage.
- (d) Upon death of the employee after retirement, the employee's spouse and eligible dependents at the time of retirement shall be entitled to continued medical and prescription plan coverage until death or re-marriage of the spouse.
- (e) When a retired employee becomes eligible for Medicare or Medicaid, Medicare and Medicaid shall become the employee's primary medical coverage and the City coverage will become secondary.
- (f) The parties agree to abide by any amendment to Chapter 88 respecting allowance of paid medical benefits.

- (g) 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.

SECTION 3

Annual Physical Examination: The City agrees to provide and pay for a complete physical examination of each member of the negotiating unit each year. Said examination to be performed as near as possible to the member's appointment date.

SECTION 4

Malpractice Insurance: The City shall continue in force the malpractice insurance policy for the term of this Agreement.

ARTICLE XII **PENSION**

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to requirements imposed by statutes and laws of the State of New Jersey.

ARTICLE XIII **MODIFICATION OF WORK RULES**

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Association representative before they are established.

ARTICLE XIV **COLLECTIVE NEGOTIATIONS PROCEDURE**

Collective negotiations, with respect to terms and conditions of employment shall be conducted by the authorized representative of the parties. However, it is clearly understood by the parties that all agreements reached by such representatives are tentative in nature and subject to ratification and/or approval of the governing bodies of the Employer and the employees. In the event it is necessary to notify either party of this Agreement, with regard to collective negotiation on this Agreement, such notification shall be sent to the Mayor or such other designee as he may indicate, and the Association's representative, or such other designee as they may indicate, at the address on file with the Municipal Clerk of the City of Woodbury. Collective negotiations shall be held at times and places mutually convenient to the parties.

ARTICLE XV **RESERVED**

ARTICLE XVI
ACTIONS AGAINST POLICEPERSONS

Whenever any action is brought against any employees covered by this Agreement for any act or omission directly or indirectly arising out of and in the course of his or her employment, the Employer shall protect and defend such employee to the extent required by the laws of New Jersey.

ARTICLE XVII
EXTRA CONTRACT AGREEMENTS

The Employer agrees that in the event of conflict between the Agreement and any other agreement, rule or regulation of the City, the provisions of this Agreement shall be controlling to the extent permitted by law. It is further agreed that for the duration of this Agreement, the Employer agrees not to negotiate the terms and conditions of employment of members of the negotiating unit with other than the designated representative indicated herein.

ARTICLE XVIII
SAVING CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX
ENTIRETY OF AGREEMENT

SECTION 1 – The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations. They, therefore, each voluntarily and without qualifications waive the right for the life of this Agreement to collectively negotiate with respect to any subject or matter not specifically referred to or covered by this Agreement, except as provided in Article XIII.

This contract represents the entire Agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, terms and conditions of the employees covered hereby.

SECTION 2

Modification of Agreement: This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XX
DUES DEDUCTION

The Employer agrees that, upon receipt of any appropriate authorization card, he will deduct such regular dues as indicated by the employee for membership in the Association. It should be clearly understood that employees must authorize such deductions and that such is a voluntary authorization. It is understood that the employee may withdraw such authorization pursuant to New Jersey law.

Deductions made on behalf of the employee group shall be transmitted to the Association Treasurer pursuant to a schedule mutually established by the parties.

ARTICLE XXI
RESERVED

ARTICLE XXII
WORK WEEK AND WORK YEAR

SECTION 1 – Except as operational needs dictate, there shall be no change in an employee's work schedule without prior written notice to the employee. Every reasonable effort will be made to give forty-eight (48) hours notice before the actual change; but in no event shall the notice be less than twenty-four (24) hours unless carrying forth the mission of the Department requires less than the notice provision set forth herein.

SECTION 2

Overtime: Overtime shall be paid to any member of the negotiating unit, who is required, directed or authorized to work for any period in excess of forty (40) hours in any one week. Such overtime pay shall be at the rate of time-and-one-half his or her regular rate of pay for all such overtime, provided the employee has first worked a full forty (40) hours and shall be paid on the next following pay day.

Overtime shall be paid for work performed beyond forty (40) hours except under the following special circumstances:

1. Employees attendance at police schools or seminars at their own request.
2. Any police related activities that an employee volunteers or works such as sports, bank duty, dances, etc.
3. Programs for organizations including demonstrating by volunteers.
4. Assignment to special investigation by volunteers.

Insofar as possible, based on the operational requirements of the Department, the Chief of Police shall provide for a fair and equal system of overtime allocation. However, in the event of

operational necessity, as determined by the Chief of Police, employees covered by this Agreement shall accept overtime assignments.

SECTION 3 – In determining overtime, the first fifteen (15) minutes shall be considered; however, if an employee works more than fifteen (15) minutes he or she shall then be paid from the beginning point and any part of the first hour shall be paid as though an employee had worked a full hour. Time beyond one hour shall be paid on the basis of fifteen (15) minute intervals, and any fraction of a fifteen (15) minute interval shall be paid as a full fifteen (15) minute interval.

SECTION 4

Call-Back Time: If a member is called to duty on his or her day off at which time is contiguous to his or her regular work shift, he or she shall be guaranteed a minimum of two (2) hours pay; however, a member may be called in early for his shift or kept after his or her regular work shift without the two (2) hour guarantee applying.

SECTION 5

Work Week: The normal work week shall be forty (40) hours. The City reserves the right to assign overtime as necessary.

SECTION 6

Work Year: Except for vacation time permitted by the contract and/or sick time, employees will normally be expected to work fifty-two (52) forty-hour (40) weeks as their regular work year, except as described in Section Eight below. Holiday time is paid in lieu of time off, which results in the conditions set forth herein.

SECTION 7

Meals: Members shall receive a thirty (30) minute meal period during the normal tour of duty, and such period shall be considered as part of the work day. Members shall also receive two (2) fifteen (15) minute coffee breaks in the workday in accordance with the schedule established by the Chief of Police.

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

A. Sergeants' Schedule

- i. The normal work day for all Sergeants assigned to patrol shifts is twelve (12) hours per day and the Patrol Sergeants' 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 Sergeant assigned to patrol shifts, 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 Sergeant 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 Sergeant 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.

ARTICLE XXIII
RESERVED

ARTICLE XXIV
RESERVED

ARTICLE XXV
SALARIES

As of January 1, 2002, salaries include holiday pay and longevity pay. Salaries (January 1 through December 31) are as follows:

| Sergeants Hired Before 1/1/14 | 2014 | 2015 | 2016 | 2017 | 2018 |
|-------------------------------|--------------|--------------|--------------|--------------|--------------|
| After 5 years | \$109,814.22 | \$112,010.50 | \$114,250.71 | \$116,535.73 | \$118,866.44 |
| After 10 years | \$110,367.06 | \$112,574.40 | \$114,825.89 | \$117,122.41 | \$119,464.86 |
| After 15 years | \$110,917.86 | \$113,136.22 | \$115,398.94 | \$117,706.92 | \$120,061.06 |
| After 20 years | \$111,469.68 | \$113,699.07 | \$115,973.06 | \$118,292.52 | \$120,658.37 |
| Sergeants Hired After 1/1/14 | | | | | |
| After 5 years | \$102,891.00 | \$104,948.82 | \$107,047.80 | \$109,188.75 | \$111,372.53 |
| After 10 years | \$104,391.00 | \$106,478.82 | \$108,608.40 | \$110,780.56 | \$112,996.18 |
| After 15 years | \$104,891.00 | \$106,988.82 | \$109,128.60 | \$111,311.17 | \$113,537.39 |
| After 20 years | \$105,891.00 | \$108,008.82 | \$110,169.00 | \$112,372.38 | \$114,619.82 |

This represents a 2% increase for each Sergeant for each year of the contract, inclusive of longevity and holiday pay.

SECTION 2

Shift Differential: 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

ARTICLE XXVI LONGEVITY

As of January 1, 2002, longevity pay shall be incorporated into the Sergeant's base salary (Article XXV) and paid out biweekly in accordance with the City's regular payroll practices. Therefore, longevity shall no longer be recognized as a point for future negotiations unless proposed by the City.

ARTICLE XXVII
POLICE TRAINING SCHOOLS

SECTION 1 – The Chief of Police shall post a notice advising employees of the availability of schools or seminars. The final determination of who shall be authorized to attend such schools and seminars shall be vested in the Chief of Police subject only to review by the Mayor.

SECTION 2 – Employees attending police schools and/or seminars which are required by the Chief of Police in order to upgrade the efficiency of the Department shall be reimbursed for actual expenses incurred including meals, tolls, and car expenses in accordance with the schedule established herein:

1. Twenty five (25) cents per mile for authorized mileage.
2. Actual tolls and parking expenses.
3. Up to \$7.50 (with receipt) for luncheon where not provided as part of the school or seminar.
4. Up to \$13.00 (with receipt) for dinner where not provided as part of the school or seminar.
5. The cost of said seminars, schools, or additional training shall be at the expense of the Employer if the employee is required to attend. Employees may attend voluntarily with the approval of the Chief of Police. However, the costs of such seminars, schools or additional training shall be at the personal expense of the employee unless alternative arrangements are mutually agreed upon.

If school is more than 50 miles from City, the City will either provide/reimburse for reasonable lodgings but if officer decides to commute, the City will either (a) reimburse for mileage, tolls and parking expenses, or (b) provide City vehicle. If the registration or tuition includes the cost of lodging, the City will only reimburse travel expenses "to and from" the school or event but will not pay for commuting expenses incurred at the option of the employee.

ARTICLE XXVIII
EDUCATIONAL AID

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.

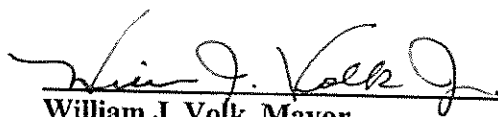
Officers leaving the City's employ for reason other than disability shall reimburse the City for the cost of any educational reimbursement received within the preceding 24 months.

ARTICLE XXIV
DURATION

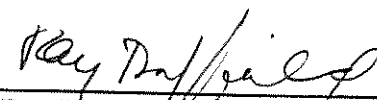
This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect until December 31, 2018. On or after September 1, 2017, either party may serve notice upon the other party of an intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2017, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.

CITY OF WOODBURY

**SERGEANTS OF THE WOODBURY
POLICE DEPARTMENT, PBA LOCAL
#122**



William J. Volk, Mayor



Roy Duffield, City Clerk

~~William H. Fleming, Jr., Council President~~
Michael Theokas, City Admin.