

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

RESOLUTION #2024-219

RESOLUTION OF THE TOWNSHIP OF WATERFORD, COUNTY OF CAMDEN AND STATE OF NEW JERSEY APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF WATERFORD AND THE FRATERNAL ORDER OF POLICE LODGE #56 FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

WHEREAS, the Township of Waterford has been engaging in negotiations with the Township rank and file police officers represented by the NJFOP Lodge #56 in regard to negotiating a new Collective Bargaining Agreement between the parties; and

WHEREAS, as a result of those negotiations, a final Agreement between the parties has now been prepared for approval, said Agreement attached hereto and incorporated by reference herein.

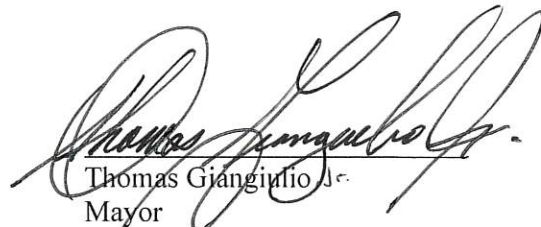
NOW THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Waterford, County of Camden, State of New Jersey, that for the reasons set forth hereinabove, it hereby approves the attached January 1, 2024 through December 31, 2026 Collective Bargaining Agreement between the Township of Waterford and NJFOP Lodge #56.

BE IT FURTHER RESOLVED that the appropriate Township Officials are hereby authorized to execute said Agreement upon approval/ratification by the Members of NJFOP Lodge #56.

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

Adopted: July 24, 2024


Dawn M. Liedtka, RMC
Township Clerk


Thomas Giangulio Jr.
Mayor

	DONEY	JONES-FREITAG	THOMPSON	WADE	GIANGIULIO
YES	x	x		x	x
ABSTAIN					
NO					
ABSENT			x		

CERTIFICATION

I, Dawn M. Liedtka, Township 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 on July 24, 2024, at the Waterford Township Municipal Building, 2131 Auburn Avenue, Atco, New Jersey.

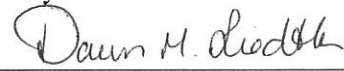

Dawn M. Liedtka, RMC
Township Clerk

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PREAMBLE

This Agreement entered into this first day of January 2024, by and between the Township of Waterford, in the County of Camden, a Municipal corporation of the State of New Jersey, hereinafter called the "Township" and Waterford Township Police Officers Association w/ Fraternal Order of Police Lodge # 56 a/w NJ FOP Labor Council hereinafter called the "Association ", represents the complete and final understanding on all bargained issues between the Township and the Association.

LEGAL REFERENCES

ARTICLE #01

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution, Administrative Code or Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law.

DEFINITIONS

ARTICLE #02

The term full-time members and members of the Police Department employed on a full-time basis shall be construed to mean only full-time members duly sworn and trained, in training, or to be trained at a Police Academy. This does not include any clerical or part-time officers assigned to the Police Department.

RECOGNITION

ARTICLE #03

- A. The Township hereby recognizes the Association as the sole and exclusive representative of all Patrolman, K-9 Officers (assignment), Detectives, Investigative Officers (assignment), Corporals and Sergeants, but to exclude the Chief of Police, Lieutenants, and Captains and all other Township employees.
- B. The title "Policeman", "Police Officer", "Officer/s" or "Employee" shall be used interchangeable and shall be defined to include the plural as well as the singular and to include male and females, uniformed members and non-uniformed members assigned as a Detective or Investigator.

The Township of Waterford and the FOP are in compliance with the Public Employment Relations Act, NJSA 34:13A-1 et seq as amended through PL 2003, c126, effective July 10, 2003 Pursuant to the United States Supreme Court decision in Janus v. AFSCME, the following Article on the successor Agreement shall be created which states language of "Union Dues-Agency Shop" shall be:

The Administration shall withhold FOP dues from each Waterford Township Officer FOP Lodge 56 member's pay in an amount authorized by FOP Lodge 56. Dues shall not be withheld from Officers not members of FOP Lodge 56 as of June 27, 2018. The FOP will deliver to the Administration a request for payroll deduction signed by each Waterford Township Officer, FOP Lodge 56 member, or non-member, who requests to continue to pay dues. Any new Officer who becomes a member of FOP Lodge 56 will deliver to the Administration a request for payroll deductions signed by that Officer. Any new Officer may submit the form at the time of his or her original hiring.

POLICEMAN'S RIGHTS

ARTICLE #04

Pursuant to Chapter #303, Public Laws 1968, the Township of Waterford hereby agrees that every Patrolman, Detective, Corporal, Sergeant shall have the right to freely organize, join and support the F.O.P. and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a body exercising governmental power under the Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Patrolman, Corporal, Sergeant in the enjoyment of any rights conferred by Chapter #303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States in that it shall not discriminate against any Policeman either respect to hours worked, wages, or any terms or conditions of employment by reason of his membership in the F.O.P. and its affiliates, his participation in any activities of the F.O.P. and its affiliates, collective negotiations with the Township of Waterford or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Employees shall retain all civil rights under NJ State and Federal Law. No employee shall be disciplined or discharged without just cause according to NJ AG Guidelines and Policies and adhere to the AG Policy and Procedure under Internal Affairs.

RETENTION OF BENEFITS

ARTICLE #05

The Township of Waterford agrees that all benefits, terms, and conditions of employment relating to the status of members of the Waterford Township Police Department since date of first contract shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this Agreement.

TERMS OF AGREEMENT

ARTICLE #06

This Agreement shall commence and be binding upon the parties hereto, their successors and/or assigns from January 1, 2024, until and including December 31, 2026. It is further provided that negotiations for renewal and/or amendments to this Agreement shall commence no later than August 1, 2026, for the ensuing year or years.

GRIEVANCE PROCEDURE

ARTICLE #07

SECTION #01

To provide for the expeditious and mutually satisfactory settlement of grievances, the following procedures shall be followed.

Step 01

An officer with a grievance shall first discuss it with his immediate supervisor directly or through the Department's designated representative to resolve the grievance informally. The deadline for moving the grievance to step 2 may be extended if both parties agree in writing to resolve said grievance.

Step 02

If the aggrieved party is not satisfied with the disposition of his/her grievance at step 01 or if no decision has been rendered within five (5) working days after presentation of the grievance in Step 01, he/she may file a written grievance with the Chief of Police, or in his absence, a representative designated by him. A meeting on the written grievance shall be held within five (5) working days of the filing of the written grievance between the Chief of Police or his designated representative, the aggrieved party and the Waterford Township Police designated representative. A decision thereon shall be rendered in writing by the Chief of Police within five (5) working days after holding such meeting.

The deadline for moving the grievance to step 2 may be extended if both parties agree in writing to resolve said grievance.

Step 03

If the aggrieved party is not satisfied with the disposition of his grievance at Step 02, or if no written decision has been rendered within five (5) working days after presentation of that grievance at Step 02, the matter may be referred by the Association by its designated representative to the Mayor and Township Committee. A meeting on the grievance shall be held between the Association and the Mayor and Township Committee at which meeting the parties may be

represented. Said meeting shall not be held publicly unless the parties so agree in writing. The Mayor and Township Committee shall make a final written decision within fifteen business days of the meeting date.

The deadline for moving the grievance to step 2 may be extended if both parties agree in writing to resolve said grievance.

Step 04

In the event the aggrieved person is not satisfied with the decision of the Mayor and Township Committee, the aggrieved party, or the Association on his behalf, has fifteen (15) calendar days in which to request arbitration.

A.) The arbitrator's decision shall be selected in accordance with the rules and regulations of the American Arbitration Association or the State Board of Mediation.

B.) The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the close of the arbitration hearing. The decision shall set forth the arbitrator's findings of facts, reasons and conclusions on the issue or issues submitted.

C.) The arbitrator's decision shall be binding.

D.) The cost of services of the arbitrator shall be borne equally by the Township of Waterford and the Association. All other expenses incidental to ~~or~~ arising out of the arbitration shall be paid by the party incurring same.

Section #02

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual Agreement between the parties.

Section #03

A.) Grievance must be presented at Step 01 within (1) week from the date of the occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section #04

Any employee may be represented at all stages of the grievance procedure by himself, or at his/her option, by a representative selected or approved by the Association. When an employee

is not represented by an elected representative, the Association shall have the right to be present and state its views at all stages of the grievance procedure unless the employee objects to the presence of the elected Association representative in which case the Association may not be present at any stage of this procedure to which the employee objects.

SUBSEQUENT LAWS

ARTICLE #08

If any provision or provisions is or are subsequently declared by the proper legislative or judicial authority to be unlawful, unreasonable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this term notwithstanding any such declaration, either legislative or judicial, which invalidates any section or portion of this Agreement.

JURISDICTION

ARTICLE #09

This Agreement shall be governed by the applicable laws of the State of New Jersey and the United States of America.

WAIVER

ARTICLE #10

The right of either party to acquire strict performance here under by the other party shall not be affected by any waiver, forbearance, or course of dealing.

COMPENSATORY & ADMINISTRATIVE TIME

ARTICLE #11

The Township of Waterford agrees during each year of this Agreement as to the uses of Compensatory Time by the Waterford Township Police Officer. As Defined: Time accrued by the Waterford Township Police Officer over his normal scheduled working day or shift.

- A. When a Waterford Township Police Officer accrues compensatory time, and when he/she retires, resigns, dies, or becomes disabled and is on pension, the Township of Waterford will compensate the former officer or his beneficiary on the accrued time on a per hour basis, based on the officer's salary at the time of his/her termination.
1. Upon two (2) weeks' notice of termination of employment, compensatory time is not to be used in lieu of an officer's normal working day.
 2. Compensatory time to be utilized only at the discretion of the Waterford Township Police Officer who earned said time and who has received approval for such time.
 3. Compensatory time that has not been used by the police officer during a contract year may be carried over the next contract year or years.
 4. When attending a police related school an officer will not have any compensation time, working daytime deducted either the day before school or the day after school.
 5. When an officer is off duty and attends a police related school, the time in attendance will be credited towards his total amount of working hours. This section does not include college.
 6. When, an officer is required to work on the following holidays, the day before New Years Day (December 31), New Year's Day, Good Friday, Lincoln's Birthday, Memorial Day, July 4, Labor Day, the day before Christmas (December 24), Christmas Day, Martin Luther King Day, Easter Sunday, Thanksgiving Day, and the day after Thanksgiving Day. In addition to the officer's normal working day salary, the Township of Waterford shall compensate said officer with "Compensatory Time" equal

to the total hours worked on said holiday. When an officer is called in to work shift overtime, on a Holiday and it is Not their scheduled workday, they are to be paid double time.

B. The Detective shall be entitled to (14) paid holidays per calendar year during the term of this contract. When the detective is required to work on the following holidays, New Year's Day, Martin Luther King Day, Good Friday, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve

1. When any of these holidays shall occur on a Saturday, the holiday shall be observed on the Friday immediately prior to such a Saturday. When any of these holidays shall occur on a Sunday, the holiday shall be observed on the Monday immediately following such Sunday.

2. If the Detective is required to, or called into, work on any given holiday, then he shall be compensated by being allotted an additional day off at his/her discretion on notice to the Chief of Police.

C. Starting January 1, 2024, January 1, 2025, January 1, 2026, when a Waterford Township Police officer accrues compensatory time over 200 hours but not to exceed 350 hours, the Officer shall sell those hours back to the Township of Waterford on a per hour basis calculated on the officer's current hourly salary. All monies are to be payable to the officer in the first pay period in January during each year of this Agreement. All monies shall be paid at the rate of the previous year for which the time was earned.

D. Compensatory time is to be used in place of overtime @ 1.5 times the compensatory time equal to the overtime if said officer so desires.

E. The present language of the Agreement caps compensatory time at 350 hours. Any time in excess of the allowed cap will be paid out.

F. **Said** officer must work 2080 hours during his regularly scheduled shift. To attain said 2080 hours, the present practice of granting administrative time on a monthly basis will be recognized. Administrative time is to be utilized only at the discretion of the Waterford Township Police Officer who earned said time. All administrative time accrued over the 2080

hours but not to exceed 75 hours will be paid to the officer in the first pay period in March 2024 for the year January 1, 2024, through December 31, 2024; the first pay period in March 2025 for the year January 1, 2025, through December 31, 2025; the first pay period in March 2026 for the year January 1, through December 31, 2026

ANNUAL VACATION SCHEDULE WITH PAY

ARTICLE #12

The Township of Waterford agrees that all full-time Waterford Township Police officers hired on or before January 1, 2013, shall be entitled to a paid vacation each twelve (12) months during the term of this Agreement as follows:

In 2024, 2025 and 2026 January 1, of each contract year.

- A. From the date of hire to one (1) year of service, twelve (12) working hours per month, not to exceed one hundred and twenty (120) working hours per year.
- B. From one (1) year of service through the fourth (4) year of service, one hundred and fifty-six (156) working hours per year.
- C. From the beginning of the fifth (5) year of service through the ninth (9) year of service, two hundred and sixteen (216) working hours per year.
- D. From the beginning of the tenth (10) year of service through the fourteenth (14) year of service, two hundred and eighty-eight (288) working hours per year.
- E. From the beginning of the fifteenth (15) year of service through the nineteenth (19) year of service, three hundred and forty-eight (348) working hours per year.
- F. From the beginning of the twentieth (20) year of service, said officer shall receive three hundred and sixty (360) working hours per year, plus twelve (12) working hours per year for each year over twenty (20) years of service.

The Township of Waterford agrees that all full-time Waterford Township Police officers, hired on or after January 1, 2013, be entitled to a paid vacation each twelve (12) months during the term of this Agreement.

In 2021, 2022 and 2023 comencing January 1, of each contract year.

- A. From the date of hire to one (1) year of service, eight (8) working hours per month, not to exceed Ninety-Six (96) working hours per year.

- B. From the beginning of the second (2) year of service through the fourth (4) year of service, twelve (12) working hours per month, not to exceed one hundred and forty-four (144) working hours per year.
- C. From the beginning of the fifth (5) year of service through the ninth (9) year of service, one hundred and fifty- six (156) working hours per year.
- D. From the beginning of the tenth (10) year of service through the Fourteenth (14) year of service, one hundred and eighty (180) working hours per year.
- E. From the beginning of the fifteenth (15) year of service through the nineteenth (19) year of service, two hundred and twenty (220) working hours per year.
- F. From the beginning of the twentieth (20) year of service, said officer shall receive two hundred and fifty (250) working hours per year. Plus. twelve (12) working hours per year for each year over twenty (20) years of service.

1. Any provisions and/or ordinance, regulation effective at this time is to be effective in the future as which applies to other municipal employees with respect to vacation shall be deemed to be operative for the Waterford Township full-time Police Officers and Sergeants of Police.

2. Upon retirement or termination from the Waterford Township Police Department, said officer's vacation leave due for the last year of employment can be returned to the Township of Waterford and made payable to the employee at the employee's hourly based on the officer's salary at the time of his/her termination. Payment to the officer or surviving beneficiary will be made on a pro-rated basis for his/her last year of service.

3. Any first-year employee who is absent for more than 50% of his/her scheduled workdays in any month due to disciplinary suspension, injury leave, sick leave, or leave of absence without pay, shall not accrue any vacation time for that month.

4. When in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall be accumulated for one (1) year and shall not be unreasonably withheld.

5. When in a calendar year the vacation leave or any part of is not used, the officer may sell a total not to exceed fifty (50) hours back to the Township on a per hour basis calculated on the officer's current hourly salary. All monies are to be payable to the officer in the first pay period in December during each year of this Agreement.

HEALTH BENEFITS

ARTICLE #13

Medical benefits provided are based on the State Health Benefits Plan for New Jersey pursuant to N.J.S.A. 52:14-17.25 et seq. with Major Medical. All employees are required to pay a part of their insurance premium. Premium sharing shall be determined in accordance with the Rules and Regulations of NJ Law so long as it remains applicable. Subject to premium sharing, the Township of Waterford will continue to provide and pay for the following coverages.

A. Dependent Coverage

The township shall make dependent coverage in the Medical, Prescription Drug and Dental Plans available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the calendar year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Township Medical, Prescription drug Plan or Dental Plan may elect to enroll their dependent in Dependent to age 31 coverage for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.

“Civil union partners” and “domestic partners” under New Jersey law shall be considered as dependents eligible for insurance benefits.

B. The Township of Waterford agrees to provide and will continue to pay medical coverage for the Waterford Township Police Officer and his immediate family, hired before January 1, 2013. for the duration of this Agreement. The Township of Waterford agrees to provide and will continue to pay medical coverage for the Waterford Township Police Officer hired on or after January 1, 2013. for the duration of this Agreement and will make available coverage for the officer’s family if he/she so desires.

C. The Township of Waterford agrees to provide full-time Waterford Township Police Officers and his immediate family with a prescription plan. Prescription coverage will be provided by the Department of Treasury, Division of Pensions and Benefits under State Health Plan Benefits Program (SHBP), "Employee Prescription Drug Plan." The plan is administered by Horizon Blue Cross Blue Shield of New Jersey.

D. The Township of Waterford agrees for the duration of this Agreement to provide the Waterford Township Police Officer and his immediate family a Dental Plan.

E. The Township of Waterford agrees for the duration of this Agreement to provide the Waterford Township Police Officers and his immediate family an Optical Plan in accordance and in the Agreement with Visual Service Plan also known as VSP.

F. Sections A through D will be in effect through the duration of this Agreement. All benefit levels will remain equal to their existing level as of the signing of this Agreement. The township may change insurance carrier or plans for economic reasons as long as the benefit level provided to the employees remains at their existing levels as of the signing of this Agreement. Any discrepancies as to the benefit level will be settled by an outside consultant to be agreed upon by the Association and the Township. Said consultant shall be paid for by the Township. The Association is in agreement with the Township that only this Article will be opened while negotiating a change of insurance carriers. A copy of the current Health Benefit Plan will be kept on file with the Township Administration office.

G. In the event that an employee is disabled while on duty, the employee and his/her family shall retain all health benefits that are provided for active employees. Benefits will continue until death of the employee and spouse occurs. Medical benefits will continue for surviving children to the age of 26 in accordance with New Jersey State Health Benefits Guidelines. If the employee and spouse divorce the health benefits will remain with the employee and his children. When, an officer is killed in the line of duty, health benefits will be provided for the surviving spouse until either death or when the spouse remarries, his/her benefits will discontinue. Medical benefits will continue for the surviving children to the age of 21, except if the surviving child is enrolled in college, then to the age of 24.

H. The Township shall be responsible for all costs incurred by an officer injured in the line of duty provided the officer follows the procedures and recommendations as dictated by the assigned workers compensation physicians. Any costs due to the disregard or variations of

the same will result in a termination of the Township Health Benefit coverage provided under this article for said injury or any directly related complications from said injuries.

I. The Township shall pay all reasonable funeral expenses for any officer killed in the line of duty.

J. Employees that have additional medical coverage may elect to opt out of the medical plan after showing proof of additional insurance and may receive 35% of the yearly premium cost to be paid to the employee at the end of each quarter. The Township shall supply proof of premium to the Association each benefit year. If an employee needs to be reinstated into the health care plan, they will submit a written request and wait until the first of the next month or the carrier's next enrollment.

Members will be entitled to all tenets, benefits and protections afforded under the New Jersey Family Leave Act (N.J.S.A. 34-11b-1 ET. SEQ.) as well as the Federal Family Medical Leave Act (29 U.S. Code Chapter 28 ET. SEQ) and the New Jersey Pregnancy Disability Act (N.J.S.A. 10:5-12(s) ET. SEQ.) Permissive language within Federal or State leave laws shall be set by Department Policy.

PHYSICAL EXAMINATIONS

ARTICLE #14

For the duration of this Agreement, it is agreed between the parties that each full- time Waterford Township Police officer will receive a physical examination during each year of this Agreement; said examination will be conducted by a physician selected by the employee to conduct the official physical examination. A general health report from the physician will be filed with the officer's medical file located in the Chief of Police Office. All costs for said examination shall and will be paid for by the Township of Waterford and or its agent.

SICK LEAVE

ARTICLE #15

It is agreed by and between the parties that each officer of the Waterford Township Police Department shall be entitled to sick leave provided other Township employee's which is set forth in Chapter #44, section 8, of the code of Township of Waterford, with the exception that if the officer misses work because of an injury received on duty or sickness arising or caused by his duty, said working days will not be counted as sick leave taken.

Each officer hired prior to January 1, 2013, shall be permitted to accumulate up to seven hundred and twenty (720) working sick hours. An officer with more than seven hundred and twenty (720) working sick hours at the time of commencement of this contract shall not be able to accumulate additional working sick days. Any officer with less than seven hundred and twenty working sick hours at the time of the commencement of this contract shall be permitted to accumulate such sick working days as will bring working sick days accumulated to a total of seven hundred and twenty (720) working hours, no further accumulation allowed.

Any officer who was unable to accumulate some or all of unused sick working hours during any year of this contract due to the seven hundred and twenty (720) working hours maximum accumulated provision shall receive those working hours for each unused sick working hour which was unable to be accumulated, these monies will be payable in the first pay period in January of 2025 for the year January 1, 2024 through December 31, 2024, the first pay period in January of 2026 for the year January 1, 2025 through December 31, 2025, the first pay period in January 2027 for the year January 1, 2026 through December 31, 2026, the first pay period in January 2028 for the year January 1, 2027 through December 31, 2027, the employee shall be compensated at the hourly rate in effect at the close of each year, payable in the following January. A Waterford Township Police Officer will receive one hundred and twenty (120) working paid sick hours per year during each year of this Agreement.

Each officer hired after January 1, 2013, shall be permitted to accumulate up to Four hundred and twenty (420) working sick hours. An officer with more than four hundred and twenty (420) working sick hours at the time of commencement of this contract shall not be able to accumulate additional working sick days. Any officer with less than four hundred and twenty working sick hours at the time of the commencement of this contract shall be permitted to

accumulate such sick working days as will bring working sick days accumulated to a total of four hundred and twenty (420) working hours, no further accumulation allowed.

Any officer who was unable to accumulate some or all of unused sick working hours during any year of this contract due to the Four hundred and twenty (420) working hours maximum accumulated provision shall receive those working hours for each unused sick working hour which was unable to be accumulated, these monies will be payable in first pay period in January of 2025 for the year January 1, 2024 through December 31, 2024, the first pay period in January of 2026 for the year January 1, 2025 through December 31, 2025, the first pay period in January 2027 for the year January 1, 2026 through December 31, 2026, the first pay period in January 2028 for the year January 1, 2027 through December 31, 2027. The employee shall be compensated at the hourly rate in effect at the close of each year, payable in the following January. A Waterford Township Police Officer will receive one hundred and twenty (120) working paid sick hours per year during each year of this Agreement.

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 workdays 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 calendar year of service.

Any officer hired after May 22, 2010, may only sell accumulated sick time at time of retirement, under applicable law.

PERSONAL HOURS

ARTICLE #16

- A. The Township of Waterford agrees that each full-time Waterford Township Police Officer shall receive for the year 2024, 2025, and 2026 forty (40) personal hours per year to be used at the officer's discretion.
- B. The paid personal hours totaling forty (40) hours will be payable to the officer(s) on the first pay period in November during each year of this agreement.
- C. The paid personal hours totaling forty (40) hours will be payable to the officer or his/her surviving beneficiary upon notice of termination or death on a pro-rated basis payment in accordance with Article #30.

EDUCATION

ARTICLE #17

- A. The Township of Waterford agrees that each full-time police officer, be entitled to the sum of \$500.00 for the contract year 2024, \$500.00 for the contract year 2025, \$500.00 for the contract year 2026, \$500.00. \$500.00 as a college education allowance for tuition and books for furthering of job-related college education. Allowance is contingent upon completion of the course. All monies paid by the officer for books or tuition shall be repaid by the Township of Waterford to the officer within thirty (30) calendar days upon successful completion of the course.
- B. Commencing January 1, 2013. when a full-time Waterford Township Police Officer attends any police school out of the Township of Waterford (except for basic police training in a Police Academy as required by the New Jersey Police Training Commission of the State of New Jersey) he will receive a per diem allowance of up to \$15.00 for lunch per day and further, he will receive up to \$20.00 per day for dinner money for the length of the course. When lodging is required, the officer shall receive up to \$90.00 lodging allotment per day for the length of the course. Per-diem allowance will be paid upon submission of receipts to the Municipal Treasurer.
- C. When a full-time Waterford Township Police Officer attends a school for five (5) working days or longer, an officer shall not be scheduled for work on either the day before or the day after the schooling period.
- D. When a full-time Waterford Township Police Officer uses his personal vehicle for compulsory schools and seminars, said officer shall receive \$.28 in each year of the Agreement.

BEREAVEMENT BENEFITS

ARTICLE #18

In addition to personal days, the following bereavement benefits shall be available:

- A. In case of death in an employee's immediate family, payment for absence will be approved. Ordinarily, such approval will not exceed three (3) days but under special circumstances (pending approval by the Chief of Police) be extended to cover up to five (5) working days. "Immediate family" shall be understood to mean the employees. parents (or a relative who has taken the place of a parent), husband, wife, children, sister, brother, or relative in law, or grandparents.
- B. In case of death of a relative not in the immediate family an employee may be excused with pay for all or part of a scheduled working day in order to attend the funeral. In determining the treatment to be accorded, consideration will be given to the relationship between the employee's hours of duty. Ordinarily the maximum time excused should not exceed one (1) working day. Any request for absence beyond (1) day under this section shall be taken into consideration by the Office of the Chief or Township Administrator. In the event of bereavement leave not available to an employee pursuant to the above paragraphs, the employee may request to utilize other accumulated leave subject to the approval of the Chief, which approval shall not be unreasonably denied.

CLOTHING REPLACEMENT ALLOWANCE

ARTICLE #19

The Township of Waterford agrees that each full-time police officer, during each year of this Agreement, be entitled to Clothing Replacement Allowance. Starting January 1, 2024, 2025 and 2026 the sum of \$1,000.00 shall be allotted to each officer annually for the specific purpose of replacement and/or mending worn uniforms and police related equipment, at the discretion of the Chief of Police. It is further provided that in the event that any officer or sergeant does not utilize the \$1,000.00 allotment, any balance shall be returned to the Municipal Treasury at the termination of each contract year. It is further agreed that the Township of Waterford will allow its Waterford Township Police Detectives to purchase civilian clothing when said officers are assigned for plain-clothes duty.

If the township should at any time declare a budget freeze, it shall not apply to the clothing allowance.

COMPENSATION FOR COURT TIME

ARTICLE #20

The Township of Waterford agrees that each full-time Police Officer be compensated for their time required in Civil Depositions (police related), Municipal Court, Juvenile Court, County Court, Superior Court, Federal Court or Motor Vehicle Court in Trenton, New Jersey or Camden, New Jersey when a Police Officer is off duty. "Off duty" shall be understood to mean the Police Officer has completed his normal scheduled working day/shift and has so noted same on his timecard or police activity patrol sheet prepared by said officer. The rates are as follows:

- A. Commencing January 1, 2013, and continuing each contract year thereafter, \$150.00 per Municipal Court within the Township of Waterford and also all other Courts, listed above, within the State of New Jersey for the first three hours and said officer will receive Administration time for each hour thereafter. In order for an officer to be compensated as stated herein, all such appearances must be required by the court in question and verified either by the Municipal Court clerk or by presentment of a summons or subpoena in all other Courts as listed above.
- B. In the event an officer leaves the Waterford Township Police Department, and upon presentation of an official subpoena from one of the aforementioned courts, and proof of appearance, said officer shall be paid in accordance with the above-mentioned rates.

BODY ARMOR

ARTICLE #21

For the duration of this Agreement, it is agreed between the parties that each full time Waterford Township Police Officer will be required to wear, as part of the daily uniform, body armor. Officer(s) assigned plain clothes duty (i.e., Detectives/Investigators) and/or Uniformed Officer(s) assigned to the station, (i.e., Aide to the Chief, Court Duty) will not be required to wear said body armor unless leaving the station to handle a call or back up a fellow officer. This temporary use will entitle the officer(s) to wear the tactical vest over his/her uniform or regular attire. Enforcement of this article will be handled by the shift supervisor during said tour of duty. Disciplinary action will be as stated in the Standard Operating Procedures of the Waterford Township Police Department (Uniform and Equipment) section, a C violation.

It shall also be agreed that if any officer is injured, disabled or killed in the course of performing his/her duty and said body armor was not worn, said officer and/or his/her beneficiary will not lose any benefit in whole or in part entitled to him/her as stated in any other part of this contract Agreement.

The purchase cost of the body armor will be the responsibility of the Township of Waterford and said vest will be replaced as needed by deterioration damage and/or manufactures recommendations. Each Waterford Township Police Officer will be issued with their body Armor, an under-garment cover, and an exterior tactical cover for his/her body armor.

The manufacture and style of body armor will be researched, selected and agreed upon between the Members of the Waterford Township Police Department and the Township Administrator. The body armor will meet or exceed all standards set forth by the code of the National Institute of Justice #0101.3 Dated 1987. The ballistic value of said vest will be that of a level threat (3a) equivalent or better.

OVERTIME PAY

ARTICLE #22

The Township of Waterford agrees that each full-time Police Officer of the Township of Waterford for the years 2021 and thereafter shall be entitled to overtime pay in the form of compensatory time. Compensatory time for overtime is to be given at a rate of one and one half (1 1/2) the amount of time worked overtime. The aforesaid rate of time is to be given to the officer for time worked over his daily scheduled shift or workday; this is to be deemed "overtime", and likewise, any time an officer or sergeant is notified for duty on his normal scheduled working day off, he/she will be compensated in a like manner. Overtime shall be authorized by the Chief of Police; however, in his absence, overtime may be authorized by the Lieutenant of Police, and in his absence, the Sergeant of Police or shift supervisor, senior officer, provided that upon his return said overtime is authorized retroactively by the Chief of Police.

When, an officer attends a mandated In-Service Training within or outside the Township of Waterford while said, officer is off duty. he/she shall be compensated as indicated in Article 22, paragraph 1. When, an officer receives notification that he/she is placed on the following status: ON CALL, EMERGENCY, NON-EMERGENCY or STAND-BY DUTY, the Township of Waterford will compensate said notified officer as indicated in Article 22, paragraph 1. Any compensatory time/overtime that has not been taken by the year's end, shall be carried over to the next year of this Agreement; provided however, that it is understood and agreed that compensatory time of overall 200 hours shall not be carried over but shall be sold back to the Township on a per hour basis as per the provisions of Article 11, Section A, B, & C of this Agreement.

When an officer covers a twelve (12) hour shift due to the lack of minimum manpower requirements said officer shall be compensated at the rate of one and one half (1 ½) the hourly rate of time worked. Overtime shall be paid to said officer within the next two (2) pay periods. Any other overtime worked shall be deemed compensatory time.

MAINTENANCE OF OPERATIONS

ARTICLE #23

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will 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 of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.
- B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down or other activity aforementioned, or supporting any such action by any other employee or group of employees by the Township, and that the Association will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township of Waterford in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such a breach by the Association or its members.
- D. The Township agrees that it will not engage in the lockout of any of its employees.

ENLISTMENT AGREEMENT

ARTICLE #24

Whenever a person who resigned as a member of a county or municipal police department is appointed to the police department of another county or municipality within 120 days or less prior to resignation in good standing, the county or municipality appointing the person is liable to the former county or municipal employer, as appropriate, for the total certified costs incurred by former employer in the examination, hiring, and training of the person. Whenever a person who resigned as a member of a county or municipal police department is appointed to the police department of another county or municipality within 120 days of resignation, and that person, at the time of resignation held a permanent appointment for more than 30 days but less than two years, the county or municipality appointing the person is liable to the former county or municipal employer, as appropriate, for one-half of the total certified costs incurred by the former employer in the examination, hiring and training for that person. The appointing county or municipality shall notify the former employer immediately upon the appointment of a former employee and shall reimburse the former employer within 120 days of the receipt of the certified costs.

MANAGEMENT RIGHTS

ARTICLE #25

- A. The Township of Waterford hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of foregoing, the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the department after advance notice thereof to the employees. Notwithstanding anything to the contrary in this Agreement, neither party may alter any term or condition of employment without prior negotiations.
 3. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
 4. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 5. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- B. The exercise of foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the 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 terms are in conformance with the Constitution and laws of New Jersey and United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township, of its rights, responsibilities, and authority under R.S. 40A:1-1 et. seq., or any other national, state, county, or local laws and regulations.

DEDUCTIONS FROM SALARY

ARTICLE #26

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues from the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association, and verified by the Township Treasurer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

PERSONNEL FILES

ARTICLE #27

- A. The Township has established, and will continue to maintain, personnel files or confidential records maintained under the direction of the Chief of Police.
- B. Upon prior notice to and authorization of the Chief of Police or his designee, all employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.
- C. The Township shall not insert any adverse material into any file of the employee, unless the employee has had an opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights.
- D. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file attached to the respective complaint, negative report, or disciplinary warning.

DISCRIMINATION AND COERCION

ARTICLE #28

- A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, age, national origin, or political affiliation.
- B. The Township and the Association agree that all employees covered under this Agreement have the right without fear or penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in any such organization.

RULES REGULATIONS

ARTICLE #29

- A. Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the Association before they are established.

TERMINAL LEAVE

ARTICLE #30

- A. The Township agrees that when an employee retires, terminates his employment, resigns, and/or becomes disabled and is on pension, or dies, any accumulated time will be payable to the employee or surviving beneficiary.
- B. Payment shall be calculated on the employee's hourly rate of pay at the time of his or her termination.
- C. Payment schedule is as follows:
 - a. Six (6) months' notice - payment made in two (2) weeks.
 - b. Three (3) months' notice - payment made in four (4) weeks.
 - c. Less than three (3) months' notice - payment made in six (6) weeks.

COMPENSATION

ARTICLE #31

Wages shall be adjusted as set forth in Appendix A entitled 2024 – 2026 Waterford Township Police Pay Scale for ALL Officers. All payments will be retroactive to January 1, 2024.

OUTSIDE EMPLOYMENT

ARTICLE #32

An employee that engages in police-related activities during other than assigned working shall do so within the regulations as outlined in Township Off-Duty Employment listed in Chapter 50 sub-section 13(e) of the Township Code, adopted September 22, 2004.

The rate of pay for Third Party outside employment details shall be a minimum of Ninety-five (\$95.00) an hour, except in those cases where the county mandated rate is required. In those cases the officer will be paid the county mandated rate not to exceed \$95.00/hr.

The Township will compensate the officer for special assignment duty in his/her next paycheck as long as proper documentation is forwarded to the Comptroller's Office by the police department within three (3) working days prior to the close of the current pay period and the contractor has submitted payment to the Township of Waterford. Once completed compensation for the off-duty employment will be processed for the next regular paycheck.

The Township Comptroller shall be responsible for the proper collection of funds due and owing the Township for the employment of Township Officers for off-duty employment.

HOURS OF WORK

ARTICLE #33

The Township and the Association understand and agree that the standard weekly work schedule for employees covered by this Agreement requires service continually throughout the seven (7) day week.

- A. The Uniform Patrol Operations personnel will work a rotating daily shift consisting of twelve (12) hours per shift. The Chief of Police will maintain a schedule of the twelve (12) hour shifts at his discretion.
- B. All other employees under the Uniform Patrol Division and Support Services Division will work shifts designated by the Chief of Police. Said shifts will be fair and equitable.

LIABILITY AND FALSE ARREST INSURANCE

ARTICLE #34

The Township shall provide the employees with liability and false arrest insurance.

LAYOFF

ARTICLE #35

Notice of Layoff. The Township of Waterford will hereby grant the Waterford Township Police Officer thirty (30) working days grace period notice when the Township intends to terminate the officer for financial reasons. Notice layoff will be determined by seniority within the Waterford Township Police Department.

MISCELLANEOUS

ARTICLE #36

All necessary Ordinances shall be drafted to cover the wages and benefits involved in this Agreement exactly as set forth herein. The signed copy of the Agreement shall supersede any ordinances that may be questionable or vague as to the wording or mistakes in spelling or printing. Also, the signed Agreement shall be deemed as to approval of a majority of the Waterford Township Committee and regarded as a legal document. THIS CONTRACT COVERS PRESENT FULL-TIME MEMBERS OF THE WATERFORD TOWNSHIP POLICE DEPARTMENT. In the event any additions to the Waterford Township Police Department in the form of new Police Officers, the Township of Waterford agrees that they shall also include such officers in this Agreement automatically upon date of acceptance as full-time members under the current provisions as specifically applied to new officers hired after January 1, 2013.

JURY DUTY

ARTICLE #37

It is understood that a Waterford Township Police Officer may be called to perform County, State or Federal Jury Duty.

A.) If any officer is required to report to jury duty on a day when the officer is scheduled to workday time hours said officer will notify his immediate supervisor at least twenty-four (24) hours prior to the beginning of his shift. This officer will then report to the duty supervisor advising him that the officer is in route to and/or from Jury Duty. It shall be left to the discretion of the duty supervisor regarding the return of the officer for the completion of his/her shift.

B.) If an officer is working a nighttime shift prior to a day when he is required to report to jury duty the officer shall end his shift five (5) hours prior to the reporting time for jury duty.

C.) If an officer is required to work a nighttime shift after a day when the officer reported for jury duty said officer will not begin his/her shift until eight (8) hours after leaving jury duty.

D.) If an officer is required to report to jury duty on successive days when the officer would have been working a night shift, the said officer will not be required to report to night work until completion of the jury duty service.

E.) If the jury duty is so prolonged as to cause the officer to have to miss his regular day-time shift then the officer and Township shall act in accordance with section A above.

RETIREMENT BENEFITS

ARTICLE #38

A Police Officer hired prior to January 1, 2013, and retiring from active duty with the Township of Waterford Police Department, and in good standing, shall be entitled to continued health benefits for the police officer, their spouse, and all statutorily eligible dependents only which shall be paid by the Township of Waterford. A police officer hired after January 1, 2013, retiring from active duty with the Township of Waterford Police Department, and in good standing, shall be entitled to continued health benefits for the police officer to be paid by the Township of Waterford, however, any health benefit coverage including medical, dental, prescription and vision, for the officer's spouse or eligible dependents shall be paid by the officer. All payments to any police officer retiring from active duty shall be subject to the following requirements:

1.) A retiring police officer shall have a minimum of 15 years of service with the township and a minimum of 25 years of service paid into the New Jersey Police and Fire Pension Fund if hired by the Township of Waterford Police Department prior to December 31, 1989.

2.) If the police officer was hired by the Township of Waterford after January 1, 1990, said Police Officer shall have a minimum of 25 years of service as a Waterford Township Police Officer and have paid into the New Jersey Pension System for a minimum of a 25-year time period.

3.) The Township medical plan and prescription plan available to retirees will be provided by State Health Plan Benefits (SHBP) of New Jersey which was incorporated in 1961 under NJSA 52:14-17.25 et. seq. and will have Major Medical, U.C.R.

PREGNANCY AND MATERNITY LEAVE

Article #39

The Township and the Association are in agreement that the Waterford Township Police Department will have in effect a standard operating policy that is fair and lawful regarding pregnancy and maternity leave for female police officers. The policy in effect will remain in compliance with existing laws including:

- The Pregnancy Discrimination Act, which is an amendment to Title VII of the Civil Rights Act of 1964.
- Family and Medical Leave Act.
- Fair Labor Standards Act.
- Equal Employment Opportunity Commission Guideline
Adherence to the New AG Guidelines protocols regarding pregnant officers.

K9 Officers

Article #40

The establishment and existence of the K-9 unit shall be under the exclusive control of the Chief of Police.

Member(s) of the K-9 unit will be subject to recall for emergency duty. Should the K-9 handler be called in for emergency duty, he shall be compensated in comp time.

It is agreed that a K-9 handler shall not suffer any loss of benefits while assigned as a K-9 handler in the Police Department Organization Chart.

The township shall pay for all food, veterinary, kennel and equipment (including vehicle(s)) expenses incurred for the feeding, training, and care of the K-9s. The township shall provide a secure kennel for the K-9 at police headquarters and/or any township owned property. The township shall also provide a kennel at the K-9 handler's residence.

The K-9 handler is responsible for bathing, brushing, exercising, feeding, grooming, cleaning of the K-9's kennel or transport vehicle, administering drugs or medicine for illness and/or transporting the K-9 to and from an animal hospital or veterinarian. All these activities shall be deemed reimbursable activities. It is the responsibility of the K-9 handler to keep track of all expenses and submit a copy of receipts to the chief of police for reimbursement from the township.

The township agrees to assume the cost of kenneling any K-9 when the K-9 officer is away for an approved vacation or training.

The township agrees that should a K-9 be retired from service for any reason, the K-9 handler shall have first choice of keeping the K-9 as a personal pet. Should the K-9 handler choose not to keep the K-9, it should be the responsibility of the township to find a home for the K-9.

The township agrees that a k9 officer will have use of a township vehicle.

Appointment of Special Law Enforcement Officers (SLEOs)

Article #41

The employer shall conform to all state (title 40) laws regarding the hiring and proper utilization of special officers.

Officer in Charge Compensation (O.I.C)

Article #42

Any officer assigned as the Officer in Charge (OIC) of a shift in the absence of a sergeant, shall be compensated at \$0.50/hour over the officer's regular rate of pay. The compensation will only be paid after the 31st day of the absence of the Sergeant.

The officer taking on the responsibility of Officer in Charge shall receive additional pay in the pay period in which the work was performed.

Compensation for Specialized Unit

Article #43

Any officer assigned to a specialized unit, which requires them to respond while off duty shall be compensated as follows:

0-120 mins will receive 2 hours of compensatory time.

121 mins or more officers will be compensated at 1 ½ the hourly rate of the hours worked.

Additions, Deletions and Amendments

Article #44

No other changes, revisions, deletions or amendments to this agreement are implied or authorized, except those found in a series of emails by and between Eric Straub and Howard Wilson dated between April 25, 2024, and July 16, 2024, copies of which are attached hereto.

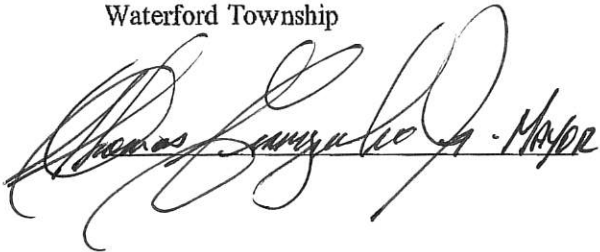
IN WITNESS THEREOF, the Township of Waterford has caused these present to be signed and sealed and the full-time members of the Waterford Township Police Department have caused this Agreement to be signed by their authorized representative(s) on the date and year foresaid.

ATTEST, TOWNSHIP OF WATERFORD


Township Clerk

7/25/2024
Date

Waterford Township

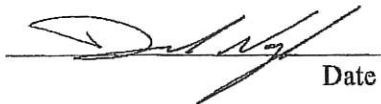
 - Mayor
Date

7-25-24
Date

Waterford Township Police Officers


Date

7/17/2024


Date

7/20/2024

Dawn Liedtka, RMC, CMR

From: Eric Straub <estraub@fopnjlc.org>
Sent: Thursday, April 25, 2024 1:49 PM
To: Howard Wilson
Subject: Re: Negotiations
Attachments: 2021 Final Contract (word) (1).docx

Caution: This is an external email and has a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Good Afternoon Howard,

Attached is the Waterford Police Officer contract in word format. I made the additions and requests in track changes for the Townships review. Any questions please feel free to contact me. Thank you.

Respectfully submitted,

Eric

Eric W. Straub
Staff Representative
FOP Labor Council
108 West State Street
Trenton, NJ 08608
(609)599-3222 Office
(609)335-8637 Cell

From: Eric Straub <estraub@fopnjlc.org>
Sent: Monday, March 11, 2024 12:58 PM
To: Howard Wilson <Howard.Wilson@Waterfordtp.org>
Subject: Re: Negotiations

Ok sounds good

Eric W. Straub
Staff Representative
FOP Labor Council
108 West State Street
Trenton, NJ 08608
(609)599-3222 Office
(609)335-8637 Cell

From: Howard Wilson <Howard.Wilson@Waterfordtp.org>
Sent: Monday, March 11, 2024 12:57:24 PM

To: Eric Straub <estraub@fopnjlc.org>

Subject: RE: Negotiations

Let's schedule 4-3 @ 4pm.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Eric Straub <estraub@fopnjlc.org>

Date: 3/11/24 10:57 AM (GMT-05:00)

To: Howard Wilson <Howard.Wilson@Waterfordtwp.org>, Tom Giangliulio <TGiangliulio@Waterfordtwp.org>

Subject: Re: Negotiations

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Good morning,
April 3 or the 4 will work for 400.
Let me know which day works.
Eric

Eric W. Straub
Staff Representative
FOP Labor Council
108 West State Street
Trenton, NJ 08608
(609)599-3222 Office
(609)335-8637 Cell

From: Eric Straub <estraub@fopnjlc.org>

Sent: Monday, March 11, 2024 9:37:44 AM

To: Howard Wilson <Howard.Wilson@Waterfordtwp.org>; Tom Giangliulio <TGiangliulio@Waterfordtwp.org>

Subject: Re: Negotiations

Ok,
I will talk to my members and get back to you!

Eric W. Straub
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(609)599-3222 Office
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From: Howard Wilson <Howard.Wilson@Waterfordtwp.org>

Sent: Monday, March 11, 2024 9:36:15 AM

To: Eric Straub <estraub@fopnjlc.org>; Tom Giangliulio <TGiangliulio@Waterfordtwp.org>

Subject: Negotiations

I will be away from 3-22 through 3-29. The Mayor and I offer the following dates: 4-2,3 or 4 no earlier than 3:30 pm. 4 pm would be better.

Sent from my Verizon, Samsung Galaxy smartphone

Dawn Liedtka, RMC, CMR

From: Howard Wilson
Sent: Monday, May 6, 2024 11:33 AM
To: Eric Straub
Cc: Tom Giangliulo; Joel Thompson; Daniel Cormaney; David Patterson
Subject: RE: Negotiations

I have completed my initial review of the proposed contract and note the following: The page numbers in the table of contents do not align with the actual pages beginning with “Physical Examinations”. The compensation article has not been updated, nor have the appendices been updated. While the contract has proposed language to which we have not agreed, it lacks language on two items to which we actually agreed. I am waiting for comments from the chief as well as counsel as to some of the language changes you propose. When I receive those comments, I plan to meet with Mayor Giangliulo and Committeeman Thompson to formulate our reply. Howard

From: Eric Straub <estraub@fopnjlc.org>
Sent: Thursday, April 25, 2024 1:49 PM
To: Howard Wilson <Howard.Wilson@Waterfordtwp.org>
Subject: Re: Negotiations

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Subject: Re: Negotiations

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To: Eric Straub <estraub@fopnjlc.org>; Tom Giangliulo <TGiangliulo@Waterfordtwp.org>
Subject: Negotiations

I will be away from 3-22 through 3-29. The Mayor and I offer the following dates: 4-2,3 or 4 no earlier than 3:30 pm. 4 pm would be better.

Sent from my Verizon, Samsung Galaxy smartphone

Dawn Liedtka, RMC, CMR

From: Howard Wilson
Sent: Monday, June 3, 2024 11:42 AM
To: Eric Straub
Cc: Tom Giangiulio; Joel Thompson; David Patterson; Daniel Cormaney; Derek Naylor
Subject: Response to Proposed Contract

The Township is now in position to respond to your proposed contract changes. At the outset, it might be helpful to understand the history of these negotiations. Our respective negotiating teams met on several occasions beginning in late 2023. At the conclusion of those meetings, it was our understanding that we had reached a tentative settlement and that both sides would recommend the settlement their membership. After those meetings, we were advised that the settlement was acceptable to the police officers, subject only to some minor language changes to be proposed by the FOP, the officers' new bargaining agent.

We then had our last meeting at which time we learned that in addition to some minor language changes, the FOP was proposing several substantive changes never before proposed. While an agreement is never final until it is ratified, the circumstances here border on bad faith.

Please note that the proposed contract does not include the negotiated raises nor two other issues to which the Township agreed. These are not minor issues.

The foregoing notwithstanding, here are our responses.

- P3. No objection to the proposed changes
- P5. No objection to the proposed changes
- P6. The Townships proposes the addition of Captains to paragraph A

The Township questions the compliance language in the first proposed paragraph.

The Township questions the need for the introductory language in paragraph two of the proposed changes.

No objection to paragraph three of the proposed changes

P7. No objection to the proposed changes

P9. No objection to the proposed changes

P10-12. The Township has no objection to the extension of time by agreement in step 1,2,3

The Township rejects the extension from 5 to 15 days in step 2 and 3

No objection to the decapitalization of “Of” to “of”

The Township rejects the change of the word “his” to “its”

No objection to changing the word “then” to “than”

P15. The Township suggest the word “party” not be in bold

P16-18. The Township wishes to discuss the use of the words “as defined” in the introductory paragraph

No objection to the proposed changes to paragraphs A1 or A4

The Township rejects adding an additional holiday to paragraphs A and B

No objection to date changes in paragraph C

The Township questions why “75” is in bold

P19-20. No objection to the proposed changes

P21. The Township wishes to discuss the proposed change

P22. No objection to the proposed changes in paragraph B or F

The Township rejects the proposed change in paragraph G

P23. No objection to to proposed change in paragraph J

The Township questions the need for addition of the last paragraph

P25-26. The Township rejects the change from “sick” to administrative time

No objection to other proposed changes

P27. No objection to the proposed changes

P28. No objection to the proposed changes except for paragraph D

P229. No objection to the first proposed change in paragraph A

The Township rejects the additional language proposed in Paragraph A

The Township has no objection to the proposed change in paragraph B except for the last seven words

P30. No objection to the proposed changes

P32. No objection to the proposed change

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P45. The Township rejects the proposed changes in the second paragraph

No objection to the remaining proposed changes

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P50. No objection to the proposed change

P51. No objection to the proposed change

P52. No objection to the proposed change

P56. No objection to the proposed change

Dawn Liedtka, RMC, CMR

From: Eric Straub <estraub@fopnjlc.org>
Sent: Thursday, June 13, 2024 6:21 PM
To: Howard Wilson
Cc: Tom Giangiulio; Joel Thompson; David Patterson; Daniel Cormaney; Derek Naylor
Subject: Re: Response to Proposed Contract
Attachments: Somerset Sheriff FOP Lodge 39 v County of Somerset Docket #SN-2002-41 - Google.pdf; 2021 Final Contract (word) (1) 1.docx

Caution: This is an external email and has a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Good Evening,

I made the acceptable changes or deletions of the language in the contract. Some of what you had questioned on certain corrections was nothing that we did. Example words or numbers in Bold. And on page 16 "as defined" was not done by us. That was in the words contract that was provided.

As you recall you asked us for suggestions on the sick time language and that is what we proposed. But leaving it as is; is not an issue.

Download the attached word document and you will see the red language that I will discuss further. Page 6 is language that protects our officers and the Township to be in compliance of the WDEA and Janus decision on dues deductions.

Page 21 the removal of the language of the expired nonexistent "Chapter 78" law. We now have been removing the expired language and adding in accordance with NJ Law.

Page 23 The language requested is again protections for our members and protects the Township. It is the language that we are putting in all our contracts for FMLA.

Page 45 the outside employment rate is mandatory negotiable and must be in the contract. See attached decision. That being said we would like to increase the rate as proposed. If you do not want to agree to the rate change, we still require the language to be in the contract.

And removal of the pay scales on 43 and 44. Then to add the new ones when completed.

We agreed to the other removals or not removing said language.

As always feel free to contact me if you have any questions or concerns.

Respectfully submitted,

Eric W. Straub
Staff Representative
FOP Labor Council
108 West State Street
Trenton, NJ 08608
(609)599-3222 Office
(609)335-8637 Cell

From: Howard Wilson <Howard.Wilson@Waterfordtwp.org>
Sent: Monday, June 3, 2024 11:41 AM
To: Eric Straub <estraub@fopnjlc.org>
Cc: Tom Giangliulio <TGiangliulio@Waterfordtwp.org>; Joel Thompson <JThompson@Waterfordtwp.org>; David Patterson <dpatterson@maressalaw.com>; Daniel Cormaney <Daniel.Cormaney@wtpd.org>; Derek Naylor <Derek.Naylor@wtpd.org>
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Dawn Liedtka, RMC, CMR

From: Howard Wilson
Sent: Thursday, June 20, 2024 11:27 AM
To: Eric Straub
Cc: Tom Giangiulio; Joel Thompson; Daniel Cormaney; Derek Naylor; David Patterson
Subject: RE: Response to Proposed Contract

I have received your response to the Township's response to the FOP's initial proposed contract. It appears from the body of your email that you are withdrawing those proposals the Township found objectionable. However, I have not had the opportunity to thoroughly review the revisions.

The language on page 6 referred to below is acceptable.

The language on page 21 should read New Jersey Law. We should remove the P.L.

Page 23 language is acceptable.

I will check with the Chief and the Township's negotiators whether they will agree to an increase. What are you proposing?

Are you updating the pay scales?

I believe that takes care of the outstanding issues. However, I need to confirm same after a thorough review of your revisions. I plan do so next week. I suggest a phone conference with you on July 1st, 2nd, or 3rd. What works for you? I believe we can wrap this up in about a half hour or so.

Call me at your convenience. 856-261-7750.

From: Eric Straub <estraub@fopnjlc.org>

Sent: Thursday, June 13, 2024 6:21 PM

To: Howard Wilson <Howard.Wilson@Waterfordtwp.org>

Cc: Tom Giangliulio <TGiangliulio@Waterfordtwp.org>; Joel Thompson <JThompson@Waterfordtwp.org>; David Patterson <dpatterson@maressalaw.com>; Daniel Cormaney <Daniel.Cormaney@wtpd.org>; Derek Naylor <Derek.Naylor@wtpd.org>

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Dawn Liedtka, RMC, CMR

From: Eric Straub <estraub@fopnjlc.org>
Sent: Friday, June 21, 2024 5:02 PM
To: Howard Wilson
Cc: dcarrero5588@gmail.com; Sean; Theresa
Subject: Re: Response to Proposed Contract
Attachments: 2023 Proposed Salary (excel).xlsx

Caution: This is an external email and has a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Howard,

That is correct I made those changes.

Attached is the Salary guide with the percentage raises.

I will remove PL and await the 3rd Party answer for off duty rate that we are proposing \$95.00 an hour and \$105.00 for weekends holidays and less than 24-hour notice.

I will call you on Monday. Thank you.

Eric

Eric W. Straub
Staff Representative
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108 West State Street
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Cc: Tom Giangiulio <TGiangiulio@Waterfordtwp.org>; Joel Thompson <JThompson@Waterfordtwp.org>; David Patterson <dpatterson@maressalaw.com>; Daniel Cormaney <Daniel.Cormaney@wtpd.org>; Derek Naylor <Derek.Naylor@wtpd.org>

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(609)335-8637 Cell

From: Howard Wilson <Howard.Wilson@Waterfordtp.org>

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Cc: Tom Giangliulo <TGiangiulio@Waterfordtp.org>; Joel Thompson <JThompson@Waterfordtp.org>; David Patterson <dpatterson@maressalaw.com>; Daniel Cormaney <Daniel.Cormaney@wtpd.org>; Derek Naylor <Derek.Naylor@wtpd.org>

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Dawn Liedtka, RMC, CMR

From: Eric Straub <estraub@fopnjlc.org>
Sent: Monday, July 1, 2024 3:26 PM
To: Howard Wilson
Subject: Contract Changes
Attachments: 2024 Waterford Track changes.docx

Caution: This is an external email and has a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Howard,

Here is what we discussed.

I also spoke to Darren about the Admin time concern, and we are fine with the current language and there is no issue.

Other review and give ma a call.

Eric

Eric W. Straub
Staff Representative
FOP Labor Council
108 West State Street
Trenton, NJ 08608
(609)599-3222 Office
(609)335-8637 Cell

Dawn Liedtka, RMC, CMR

From: Howard Wilson
Sent: Sunday, July 7, 2024 12:28 PM
To: Eric Straub
Cc: Tom Giangiulio; Joel Thompson; Daniel Cormaney; Derek Naylor
Subject: RE: Contract Changes

Eric, Thanks for getting me those changes so quickly. We still have a few items to clean up.

Page 17

I would suggest this language instead. "When an officer is called into work for a holiday, rather than scheduled to work it, that offer will be paid double time pay."

Page 21

P.L. has not been removed.

Page 22

We should add a , after the word remarries.

Page 29

"or preset or former household member" has not been removed. This is the infamous butler language.

We should also remove Appendix A and B and attach the new Appendices at the end of the contract.

Last, I would like to include language stating the any changes, deletions or additions from the previous contract are not meant by the parties to be included unless they have been included in the email with attachment dated July ? 2024. We can add the date later. Probably need to work on this language.

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(609)599-3222 Office
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Dawn Liedtka, RMC, CMR

From: Eric Straub <estraub@fopnjlc.org>
Sent: Tuesday, July 9, 2024 3:55 PM
To: Howard Wilson
Subject: Re: Contract Changes
Attachments: 2024 Waterford Revised 7.09.2024.docx

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Howard,

I made and corrected all the changes that we agreed to.

Page 17 I worded to Holiday language as follows, "When an officer is called in to work shift overtime on a holiday and it is NOT their scheduled workday, they are to be paid double time"

Also here is the language you were looking for either you or I will figure where you want it placed. No other changes, revisions, deletions or amendments to this agreement are implied or authorized, except those found in an email sent by _____ to _____ and dated _____ (attached)" Then attach a printed copy of the email to be thorough.

From: Howard Wilson <Howard.Wilson@Waterfordtwp.org>
Sent: Sunday, July 7, 2024 12:27 PM
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Cc: Tom Giangliulio <TGiangliulio@Waterfordtwp.org>; Joel Thompson <JThompson@Waterfordtwp.org>; Daniel Cormaney <Daniel.Cormaney@wtpd.org>; Derek Naylor <Derek.Naylor@wtpd.org>
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Dawn Liedtka, RMC, CMR

From: Eric Straub <estraub@fopnjlc.org>
Sent: Wednesday, July 10, 2024 5:52 PM
To: Howard Wilson
Subject: Re: Contract Changes

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Howard,

As per our conversation, that will work. I have a meeting scheduled for Wednesday the 17 to ratify the contract with our members. Thank you.

Respectfully,

Eric

Eric W. Straub
Staff Representative
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108 West State Street
Trenton, NJ 08608
(609)599-3222 Office
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From: Howard Wilson <Howard.Wilson@Waterfordtp.org>
Sent: Wednesday, July 10, 2024 11:39 AM
To: Eric Straub <estraub@fopnjlc.org>
Subject: RE: Contract Changes

Eric: Your proposed language on page 17 regarding holiday pay is acceptable. I added a comma after the word remarries on page 22.

Regarding the change, deletions, etc. language, I propose the following which can appear as Article 44:

No other changes, revisions, deletions or amendments to this agreement are implied or authorized, except those found in a series of emails by and between Eric Straub and Howard Wilson dated

between April 25, 2024, and July 10, 2024, copies of which are attached hereto.

I believe this is the best way to track all the changes.

We also must attach the appendices.

If you would like, I can send you the complete contract with attachments early next week(I am leaving for Canada early tomorrow for a few days) and arrange for the contract to be ratified by Committee at its second meeting on July 24th.

Howard

From: Eric Straub <estraub@fopnjlc.org>
Sent: Tuesday, July 9, 2024 3:55 PM
To: Howard Wilson <Howard.Wilson@Waterfordtwp.org>
Subject: Re: Contract Changes

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Howard,

I made and corrected all the changes that we agreed to.

Page 17 I worded to Holiday language as follows, "When an officer is called in to work shift overtime on a holiday and it is NOT their scheduled workday, they are to be paid double time"

Also here is the language you were looking for either you or I will figure where you want it placed. No other changes, revisions, deletions or amendments to this agreement are implied or authorized, except those found in an email sent by ____ to ____ and dated ____ (attached)"

Then attach a printed copy of the email to be thorough.

From: Howard Wilson <Howard.Wilson@Waterfordtwp.org>
Sent: Sunday, July 7, 2024 12:27 PM
To: Eric Straub <estraub@fopnjlc.org>
Cc: Tom Giangliulio <TGiangliulio@Waterfordtwp.org>; Joel Thompson <JThompson@Waterfordtwp.org>; Daniel

Eric, Thanks for getting me those changes so quickly. We still have a few items to clean up.

Page 17

I would suggest this language instead. "When an officer is called into work for a holiday, rather than scheduled to work it, that offer will be paid double time pay."

Page 21

P.L. has not been removed.

Page 22

We should add a , after the word remarries.

Page 29

"or preset or former household member" has not been removed. This is the infamous butler language.

We should also remove Appendix A and B and attach the new Appendices at the end of the contract.

Last, I would like to include language stating the any changes, deletions or additions from the previous contract are not meant by the parties to be included unless they have been included in the email with attachment dated July ? 2024. We can add the date later. Probably need to work on this language.

Howard

From: Eric Straub <estraub@fopnjlc.org>
Sent: Monday, July 1, 2024 3:26 PM
To: Howard Wilson <Howard.Wilson@Waterfordtp.org>
Subject: Contract Changes

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Howard,

Here is what we discussed.

I also spoke to Darren about the Admin time concern, and we are fine with the current language and there is no issue. Other review and give ma a call.

Eric

Eric W. Straub
Staff Representative
FOP Labor Council
108 West State Street
Trenton, NJ 08608
(609)599-3222 Office
(609)335-8637 Cell

Dawn Liedtka, RMC, CMR

From: Howard Wilson
Sent: Tuesday, July 16, 2024 9:47 AM
To: Eric Straub
Cc: Tom Giangiulio; Joel Thompson; Daniel Cormaney; Derek Naylor
Subject: Contract
Attachments: 2024 Waterford Revised 7.09.2024.docx

Eric:

Attached is what I hope is the final contract. I added the language for additions, deletions and amendments as Article 44 and renumbered the Table of Contents to reflect the removal of the Appendices in the body of the contract and the addition of Article 44.

I do not have revised appendices A and B. I do have the salary guide you sent me reflecting the raise of 3.25%. I have confirmed that the numbers appearing there are correct. We can attach that as appendix "A" and change the wording of Article 31 (Compensation) accordingly.

I will send you the chain of emails under separate cover in an hour or so.

We should also include the Article #'s in the Table of Contents. I can add them, but I know you are meeting with your members and did not want to hold this up. You can get their ok tomorrow and I can add them later.

Assuming everything is ok, I will have for printed copies of the contract prepared, including all attachments, for signing the logistics of which we can talk about.

H