

32-0265  
12-25  
AGREEMENT

BETWEEN

Woodbridge Township, NJ

TOWNSHIP OF WOODBRIDGE

AND

WOODBIDGE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #38

9 January 1, 1984 through December 31, 1985

MURRAY & GRANELLO, ESQUIRES  
25 Sycamore Avenue  
Little Silver, N.J. 07739  
(201) 747-2300

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	AGREEMENT -----	1
I	RECOGNITION -----	2
II	MANAGEMENT RIGHTS -----	3
III	GRIEVANCE PROCEDURE -----	5
IV	FBA MEETINGS -----	10
V	SALARIES -----	11
VI	PAYMENT OF INCREMENTS -----	12
VII	LONGEVITY -----	13
VIII	OVERTIME PAY -----	14
IX	HOLIDAYS -----	16
X	SPECIAL HOLIDAYS -----	17
XI	VACATIONS -----	18
XII	INSURANCE BENEFITS -----	19
XIII	HEALTH AND WELFARE -----	21
XIV	UNIFORM ALLOWANCE -----	22
XV	MILEAGE ALLOWANCE -----	23
XVI	FUNERAL LEAVE -----	24
XVII	SICK LEAVE -----	25
XVIII	WORK SCHEDULE -----	27
XIX	LEGAL AID -----	28
XX	ESTATE BENEFITS -----	29

<u>ARTICLE</u>		<u>PAGE</u>
XXI	VACANCIES -----	30
XXII	RETENTION OF BENEFITS -----	31
XXIII	NON-DISCRIMINATION -----	32
XXIV	TWO-MAN RADIO PATROL -----	33
XXV	BILL OF RIGHTS -----	34
XXVI	TRAFFIC POST -----	38
XXVII	STAND-BY DUTY -----	39
XXVIII	CPR TRAINING -----	40
XXIX	FIRST AID EQUIPMENT IN PATROL CARS	41
XXX	GROOMING STANDARDA -----	42
XXXI	ATTENDANCE AT SPECIALTY SCHOOLS -	43
XXXII	TUITION REIMBURSEMENT -----	44
XXXIII	REPRESENTATION FEE IN LIEU OF DUES	45
XXXIV	FULLY BARGAINED AGREEMENT -----	49
XXXV	SAVINGS CLAUSE -----	50
XXXVI	SIDEBAR AGREEMENT -----	51
XXXVII	DURATION -----	52
	SIDEBAR AGREEMENT	
	SCHEDULE "A"	
	SCHEDULE "B"	

AGREEMENT

THIS AGREEMENT, made this        day of        , 1984  
between the Mayor and Council of the Township of Woodbridge,  
hereinafter referred to as the "Township," and the New  
Jersey State Policemen's Benevolent Association, Woodbridge  
Local No. 38, hereinafter referred to as the "Association."

WITNESSETH,

WHEREAS, the parties have carried on collective bar-  
gaining for the purpose of developing a contract covering  
wages, hours of work, and other conditions of employment;

NOW THEREFORE, in consideration of the promises and  
mutual agreement herein contained, the parties hereto agree  
with each other in respect to the employees of the Town-  
ship recognized as being represented by the Association, as  
follows:

ARTICLE I

RECOGNITION

A. The Township hereby recognizes the aforementioned Association as the exclusive representative for all its patrolmen, sergeants, lieutenants, and captains in its Police Department in Woodbridge, New Jersey, but excluding the Director of Police, the Chief of Police, and the Deputy Chief of Police and all other employees not named.

ARTICLE II

MANAGEMENT RIGHTS

A. Except as specified in this Agreement, the Township hereby retains and reserves unto itself 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 following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

4. To establish, maintain and amend a code of rules and regulations of the Department for the operation of the Department.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and 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 of the United States and Ordinances of the Township of Woodbridge.

C. Nothing contained herein shall be construed to deny or restrict the Township in any of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III  
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the term and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation,



application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by State Statute or State administrative regulation, and which terms and conditions are not expressly set forth in this Agreement shall not be processed beyond Step One herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

The aggrieved or the Association shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

STEP TWO:

If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Chief

of Police, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

STEP THREE:

If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Director of Police within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Director of Police shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

STEP FOUR:

If the Association wishes to appeal the Director of Police, such appeal shall be presented in writing to the Business Administrator within five (5) calendar days

thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall respond, in writing, to the grievance, within twenty (20) calendar days of the submission.

STEP FIVE:

If the grievance is not settled through Step One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne by the losing party. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. Upon prior notice to an authorization of the Director of Police, the designated Association representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township Police Department or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE IV

PBA MEETINGS

A. The State Delegate shall be granted time off with pay to attend the National PBA Convention, State PBA Convention and State PBA Mini-Convention. Alternates shall be granted time off in accordance with New Jersey Statutes.

B. The State Delegate shall be granted time off with pay to attend monthly meetings of the State, County and Tri-County PBA. The number of meetings for which the State Delegate shall be granted time off with pay shall not exceed twelve (12). Unless a state of emergency is declared, permission shall not be withheld.

C. The Association President or designated representative shall be granted time off with pay to attend a meeting of the Local PBA. Said time off shall be granted provided no interference with departmental operations is created thereby.

ARTICLE V

SALARIES

Effective January 1, 1984, the salary schedule for all officers recognized as being represented by the Association shall be set forth in Schedule "A" which is attached hereto and made a part hereof.

Effective January 1, 1985, the salary schedule for all officers recognized as being represented by the Association shall be set forth in Schedule "B" which is attached hereto and made a part hereof.

ARTICLE VI

PAYMENT OF INCREMENTS

A. The Township has the right to withhold and/or delay the payment of salary increment adjustments for Patrolmen for cause.

B. The Township shall inform the Patrolman in writing as to the reason for withholding of increment. The Township's action shall be subject to the grievance procedure.

C. The Township has the right to determine the salary grade for Detectives. The decision of the Township to determine the Detectives' salary grade shall not be subject to the grievance procedure.

ARTICLE VII

LONGEVITY

A. The Township agrees to pay as a fringe benefit the following longevity payments:

2 1/2% after 5 and through 10 years of service;

4% after 10 and through 14 years of service;

5 1/2% after 14 and through 20 years of service;

7% after 20 and through 25 years of service;

8 1/2% after 25 years of service.