

PERSONNEL

AGREEMENT

BETWEEN

TOWNSHIP OF WOODBRIDGE

and

WOODBIDGE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 38

January 1, 2009 through December 31, 2011

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AGREEMENT

THIS AGREEMENT, made this 20th day of November, 2007, 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 bargaining 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 Township recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION

The Township hereby recognize the aforementioned Association as the exclusive representative for all its Police Officers in its Police Department in Woodbridge, New Jersey but excluding Sergeants, Lieutenants, Captains, the Deputy Chief of Police, the 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 in the Department for the operation of the Department.
5. It is the Chief's prerogative to direct vacation selections, fill minimum manning vacancies and reassign and transfer temporarily in emergency situations.

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 judgments 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, regarding 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 terms 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 a State administrative regulation, and terms and conditions not expressly set forth in this Agreement, shall not be processed beyond Step One herein.

3. This grievance procedure shall cover appeals from minor discipline. Minor discipline shall be defined as those circumstances where the penalty imposed is less than six (6) days of suspension or equivalent fine.

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 herein within eighteen (18) 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 eighteen (18) days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within eight (8) calendar days of the initial discussion with the Chief of Police, the Employee or the Association may present the grievance in writing within eight (8) 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 thirteen (13) 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 Business Administrator within eight (8) 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-three (23) calendar days of the submission.

STEP FOUR: If the grievance is not settled through Step One, Two or Three either party shall have the right to submit the dispute to arbitration within eighteen (18) calendar days of the Business Administrator's written response. The arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission. The parties shall share equally in the costs for the services of the Arbitrator. 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/she 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/her 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 and authorization of the Chief 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 there under, then the disposition of the grievance procedure 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, 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 and PBA President or designee shall be granted time off with pay to attend the National PBA Convention, State PBA Convention, and State PBA Mini-Convention.
- B. The total number of meetings for which the State Delegate shall be granted time off with pay shall not exceed twenty-eight (28) days, including above conventions. Unless a state emergency is declared, permission shall not be withheld.
- C. The Association President or designated representative shall be granted time off with pay to attend meetings of the local PBA. Said time off shall be granted provided no interference with departmental operations is created thereby.
- D. The PBA President shall continue in the same shift, but shall be split between squads.
- E. The PBA shall be entitled to twenty (20) 10 hours and twenty five minutes tours per year for attendance at PBA business. Use of these PBA business days shall be through the office of the PBA President, or the President's designee.
- F. Executive Board members of the PBA, if working, are permitted to attend monthly and executive board meetings. Anyone who is working is required to be in the uniform of the day and is subject to call.

ARTICLE V

SALARIES

A. The salary schedule for all Officers recognized as being represented by the Association shall be set forth in **Appendix "A-1"** and **Appendix "A-2"** which is attached hereto and made a part hereof.

B. Senior Officer Differential – Employees having completed twenty-two (22) years of service shall be entitled to a senior officer differential benefit. The benefit shall be an increase in the base pay rate by five and one-half percent (5.5%) and is reflected in the senior officers' base rate (1st Class) as set forth in **Appendix "A-1"** and **Appendix "A-2"**.

Effective January 1, 2008, Officers may receive up to five (5) years of credit towards the service requirement if they have prior PFRS creditable service or other law enforcement service, provided that the prior service required New Jersey PTC Certification or the equivalent from another jurisdiction.

C. Retiring officers shall have the option of receiving the available payout for sick time, vacation time, time coming, etc., in up to three (3) equal payments over a term not to exceed three (3) years following the date of separation. Said payout shall be in the sole discretion of the retiring officer and monies held by the Township during the period of payout shall be without interest.

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 Patrolmen 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 detective's 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:

2.5% after the start of 6th and through completion of 10th year of service;

4% after start of 11th and through completion of 14th year of service;

5.5% after start of 15th and through completion of 20th year of service;

7% at start of 21st year through completion of 22nd year of service;

9.5% at start of 23rd year of service and each year thereafter.

ARTICLE VIII

OVERTIME AND PER DIEM

- A.** Overtime is defined as work in excess of the normal work day or work on a previously scheduled day off. This Agreement does not affect the current practice regarding the calculation of holiday pay and sick pay upon retirement.
- B.** The regular rate of pay for purposes of computing overtime shall be computed as follows:
1. Add together the individual's annual salary plus his or her longevity increments.
 2. Divide that amount of the officer's regularly scheduled hours per year. For the purpose of this Section a Patrolman's scheduled hours in one (1) year are 1,892 (10 hours and twenty-five (25) minutes per day times 182 days).

Overtime is triggered by any time worked after 10 hours and twenty-five (25) minutes per day for the members of the patrol division.

For purpose of this Section, day personnel Employees' regularly scheduled hours in one calendar year are 1,924 (9 hours and fifteen (15) minutes per day times 208 days). Overtime is triggered by any time worked after 9 hours and fifteen (15) minutes per day for day personnel.

C. It is further agreed that during the midnight shift (8:00 p.m. – 6:45 a.m.), if an Employee is required to attend a judicial or an administrative proceeding criminal case within three (3) hours of concluding his/her shift, he/she shall be paid at straight time for that period of waiting time up to three (3) hours. If it is then determined that the employee need not go to Court, he/she still shall be paid for said waiting time.

ARTICLE IX

HOLIDAYS

All Officers shall receive fifteen (15) holidays per year, but which shall be granted or compensated as follows:

- A. Effective January 1, 1998, the Township shall include payment for ten (10) Holidays in the base salary calculated by dividing their base rate of pay inclusive of senior officer differential (if applicable) and longevity by two hundred and forty-three then multiplied by ten (10).
- B. In addition, each member shall enjoy five (5) days off in lieu of holidays.

This program shall be administered under the supervision and direction of the Chief of Police per current practice.

ARTICLE X

SPECIAL HOLIDAYS

- A. The Township agrees to grant one (1) day off in lieu of any special commemorative holiday that may be proclaimed by the President of the United States and/or the Congress of the United States and/or the Governor of the State of New Jersey.
- B. Should the Mayor of the Township of Woodbridge declare a commemorative holiday, then the Police Department shall be entitled to credit for that day off.

ARTICLE XI

VACATIONS

A. Vacations will be as follows:

Start to completion of three years – 10 working days;

Start of fourth year to completion of nine years – 14 working days;

Start of tenth year to completion of fourteenth year – 18 working days;

Start of fifteenth year to completion of nineteenth year – 22 working days;

Start of twentieth year and each year thereafter – 27 working days.

B. Each police officer will be entitled to a thirty (30) day calendar day terminal leave period; however, said leave must be as a result of retirement.

C. The Township agrees that two employees assigned to a Bike Patrol Squad will be allowed off on vacation at one time, except during peak times, unless the unscheduled absence of another member of the Bike Squad causes manpower problems. For purposes of this section, peak periods for the Bicycle Squad shall be the months of May through September and December.

D. Each Police Officer is allowed to use single vacation day selections with the approval of his/her divisional commander.

ARTICLE XII

INSURANCE BENEFITS

A. The Township agrees to provide life insurance in the amount of twenty-five hundred dollars (\$2,500.00) for:

1. All active Police Officers
2. All Officers who retire during the life of this Agreement
3. All retired Officers currently receiving benefit

The list of retirees in category 3 will be provided to the Township no later than July 1, 1986 by the PBA, and thereafter will be maintained by the Township.

B. The Township agrees to continue the present hospitalization coverage as implemented on May 1, 1979. The Township shall pay the full premium for this coverage for the members and dependants (including spouses of deceased members and deceased members' surviving dependents).

C. The Township shall provide and pay for the aforementioned insurance benefits (as set forth in Paragraph **B** above) for all Officers who retire with seventeen and one half (17.5) years of service with Woodbridge Township and twenty-five (25) years of service as defined by the New Jersey Police and Fire Retirement System or with an eligible disability for retirement. To apply the Officer shall opt for the three (3) year payout system in **Article V, Section**

D.

D. Retirees who retire with less than twenty-five (25) years of service with the Township but more than fifteen (15) years of service with the Township, shall be eligible to purchase the Township's Health Insurance package at the prevailing rate.

E. The Township agrees to continue provide dental insurance coverage for the employee and his/her dependents in accordance with the present Township dental insurance plan. Effective January 1, 2005, the annual dental coverage shall be increased to \$1,600.00, to \$1,700.00 effective January 1, 2006 and to \$1,800.00 effective January 1, 2007. Orthodontic coverage shall be increased to \$2,000.00 effective January 1, 2005.

F. Effective August 21, 1995, the Employer agrees to provide a five dollar (\$5.00) co-pay prescription plan for brand name drugs and a two dollar (\$2.00) co-pay prescription plan for generic drugs for employees and their dependents. As soon as can be administratively implemented after December 14, 2005, the co-pay for prescriptions shall be five dollars (\$5.00) for generic and ten dollars (\$10.00) for brand name drugs. Effective January 1, 2008, the co-pay for prescriptions shall be increased to seven dollars and fifty cents (\$7.50) for generic and fifteen dollars (\$15.00) for brand name drugs.

G. The Employer agrees to provide optical insurance coverage for the Employees and their dependents pursuant to the new Township vision plan.

H. For purpose of this Article, dependent shall be defined to include only spouse and unmarried children, in accordance with past practice.

I. A joint committee consisting of representatives of the PBA and the Township shall be established to investigate any health benefit bill not paid within sixty (60) days of submission for payment. Both the payer and payee shall be immediately notified of said investigation and if a decision is made not to pay said bill, both the payer and payee shall be so advised in writing of said decision and the reasons thereof.

J. All Employees shall be provided with prescription plan identification cards which cards shall indicate that the Employee is only required to pay ten dollar (\$10) co-pay for brand name drugs and five dollar (\$5) co-pay for generic drugs toward said prescription, the remaining bill to be submitted to the Township for payment. Effective January 1, 2008, the co-payment provisions shall be seven dollars and fifty cents (\$7.50) and fifteen dollars (\$15.00) respectively.

K. Effective January 1, 1995, the family deductible of three hundred dollars (\$300.00) shall be satisfied when any combination of insured's (Employee or dependent) meet the deductible. Effective January 1, 1995, the single deductible shall be one hundred fifty dollars (\$150.00).

L. The Township agrees to provide a nicotine patch (one annually with prescription) as specified in the Township Health Insurance Plan. The cost of this program to the Township is a maximum of one hundred fifty dollars (\$150.00) per Employee.

M. The Township shall implement pre-admission certification and second surgical opinion programs as specified in the Township Health Insurance Plan.

N. The Township agrees to provide well-baby care as specified in the Township Health Insurance Plan.

O. The Township agrees that PAP smears and mammograms will be covered by the Township self-insurance program. Effective January 1, 1999 KVI Plan Mammography Program shall be improved so that persons over forty (40) years of age shall be eligible for said test on an annual basis instead of every two (2) years.

P. The Township agrees to implement a national PPO program based upon the current KVI standards (PPO) on or before August 1, 1999, said coverage shall be available to all members, retirees and their covered dependents.

Q. The Township agrees to provide retirees prescription plan drug card coverage in which the covered person will pay twenty percent (20%) of the cost of covered/eligible drugs and the Township will pay eighty percent (80%). The twenty percent (20%) co-payment shall be applied to the major medical annual out – of – pocket maximums. This plan will be implemented by the Township on January 1, 2002.

R. Effective January 1, 2005, a new hearing aid benefit of seven hundred fifty dollars (\$750.00) shall be added to this Article.

S. Effective on or after December 14, 2005, new hires shall not access the Township's traditional plan. The remainder of the Township's insurance benefits shall be provided to such Employees.

ARTICLE XIII

HEALTH AND WELFARE

- A. All health benefits presently enjoyed by the members of the Department in the form of hospitalization insurance shall be continued during the term of this Agreement without diminution.

ARTICLE XIV

UNIFORM ALLOWANCE

New members on the Police Department shall continue to receive a complete uniform allotment which shall be comprised of all uniforms and equipment required to perform Woodbridge Police service for one (1) full calendar year from the date of initial hire.

ARTICLE XV

MILEAGE ALLOWANCE

- A.** The Township agrees to reimburse Employees at the rate of twenty cents (20¢) per mile, in addition to tolls and parking upon presentation of proper receipts, whenever an Employee is required to use his own motor vehicle for attendance at Court, pursuant to his/her employment, except in civil cases unless the Township is a defendant and this Officer is not also a defendant, or attendance at a training course required by the Township, exclusive of basic training.
- B.** Mileage shall be computed from Police Headquarters to the respective Court or school and back.
- C.** If any allowances are made by any other agency, they shall be deducted from the amount claimed from the Township (i.e. Motor Vehicle, Trenton, out-of-state Court appearances).

ARTICLE XVI

FUNERAL LEAVE

- A. An Employee shall be granted four (4) working days off which include the day of the funeral without loss of pay to attend the funeral of a wife, husband, son, daughter, brother, sister, grandparent, son-in-law, daughter-in-law, parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any step-relative of a similar degree residing in the Employee's household.
- B. An Employee shall be granted one (1) working day leave of absence without loss of pay in case of death of a relative not enumerated in **Section A** for the purpose of attending the funeral. Such leave is subject to the approval of the Chief of Police.
- C. An Employee may also be granted a reasonable time off without pay for the purpose of travel time if the funeral is out of state. Such time off is subject to the approval of the Chief of Police.
- D. Additional days off may be granted at the sole discretion of the Chief of Police.

ARTICLE XVII

SICK LEAVE

- A. Each Employee shall receive a total of fifteen (15) days of sick leave per year and said sick leave days shall accumulate throughout the Employee's period of employment. At the time said Employee terminates his/her employment with the Township by way of voluntary termination under favorable circumstances, death, or retirement, a member shall be entitled to one-half (.5) of all accumulated sick days during the term of his/her employment, not to exceed fifteen thousand dollars (\$15,000.00)
- B. If an Employee sustains a major injury, sickness, or disability which is related to his/her employment, then he/she shall be entitled to full salary during the period of one (1) year from the date of said disability or injury or sickness and there shall be no use of accumulated sick time. For all periods after one (1) year, accumulated sick time must be utilized. Furthermore, all compensation checks received for said major injury, sickness, or disability must be returned to the Township.
- C. If an Employee suffers a major disability or injury in a non-job related incident or accident, then said Employee shall be entitled to thirty (30) working days at full salary. If the Employee is unable to return after thirty (30) working days, he/she must then use his/her accumulated sick time. All Employees who have accumulated sick time under the existing contract shall

be entitled to seven and one half (7.5) days per year for all years that they have been employed by the Police Department up through December 31, 1977.

1. A major disability or injury shall be defined as: A disability or injury requiring hospitalization; a surgical procedure including dental or day surgery requiring doctor ordered rest, but not excluding elective surgery unless complications develop which falls under this definition; a broken bone; pregnancy; mental health problem which requires hospitalization at the discretion of the police psychiatrist; or soft tissue injury as defined below. Nothing in this definition is intended to conflict with the light duty program instituted by the Township. An Officer assigned to light duty shall not be covered by this leave provision.

A soft tissue injury shall be defined as an injury in the form of a severe laceration, tears in the muscles, tendons, ligaments, or cartilage which renders an Officer unable to perform his/her police duties or the requirements of the Township's light duty program if such a position is available.

2. Procedure

- a) The Township may, in its sole discretion, require an employee requesting utilization of benefits under this section to be examined by a doctor of the Township's choice. It is the Township's intention, where possible, to send the Employee to a doctor with expertise in

the area. The Township will pay for the cost of the doctor's visit.

The results of any examination shall be provided to the Employees and the Chief of Police.

- b) In the event an Employee requests leave under **Article XVII, Section C**, and the Township does not find that the Employee's disability or illness clearly falls within any of the categories defined herein, that Employee shall have the right to have a medical determination made at the Township's expense. Such examination shall be made by a practitioner in the area of the Employee's complaint of injury or illness and shall determine the Employee's entitlement to medical leave. Results will be provided to both the Employee and the Chief of Police.
- c) A qualified Employee shall be entitled to temporary disability as described in **Article XVII, Section C** on the basis of a total of thirty (30) working days per year for each separate illness or injury. Said calendar year shall commence with the first day of leave granted for that particular injury or illness.
- d) The PBA shall be informed of the granting or denial of any disability leave.

D. An Employee is required to apply for Worker's Compensation Temporary Disability Benefits from a second employer and such monies, if paid, are to be deducted from the full salary provided under **Section C** above.

E. The Township shall, on a quarterly basis, post a list showing each member's accumulated sick time used each year to date.

ARTICLE XVIII

WORK SCHEDULES

- A. The work schedules shall continue as per current practice.
- B. **Moonlighting** – All personnel cannot work on their non-police jobs at least eight (8) hours prior to start of shift. This applies to all personnel including detectives.

ARTICLE XIX

LEGAL AID

A. The Township will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them pursuant to the requirements of N.J.S.A. 40A:14-155.

B. The Township will provide legal aid in the form of assigned counsel to all personnel covered by this Agreement who have been ordered or subpoenaed to give testimony relevant to their job duties in any civil proceeding.

This section shall apply to the civil proceedings where the member can be held individually liable for compensatory and/or punitive damages.

ARTICLE XX

ESTATE BENEFITS

A. All hospitalization and major medical insurance coverage shall be continued for surviving spouses and dependents of Officers killed in the line of duty. Upon remarriage, the surviving spouse shall no longer be entitled to such coverage. Upon reaching the age of majority or upon adoption by a stepparent if the surviving spouse remarries, dependents shall no longer be entitled to such coverage.

B. Surviving spouse's other health benefits shall be carried for a period of one (1) year beyond the month when the Employee dies in the employment of the Township. This will include dental, eyeglass, and prescription coverage. The Township further agrees to provide benefits under the COBRA Plan for the maximum time period allowed by statute.

ARTICLE XXI

VACANCIES

The Township agrees that if it determines and decides to fill a vacancy, that vacancy shall be filled in accordance with Civil Service Rules and Regulations.

ARTICLE XXII

RETENTION OF BENEFITS

- A. This Article shall be specifically subject to and subordinate to **Article II** of this Agreement.
- B. Except as otherwise provided herein, all rights, privileges, and benefits which the members of the Department have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Township during the term of this Agreement at no less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

ARTICLE XXIII

NON-DISCRIMINATION

- A. The Township and the Association agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- B. The Township and the Association agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any Employee organizations 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 the Association.

ARTICLE XXIV

TWO MAN RADIO PATROL

The Township agrees that all routine radio car patrols during the 10 to 6 and 11 to 7 shifts shall be manned by no less than two (2) police officers.

ARTICLE XXV
BILL OF RIGHTS

A. A law enforcement officer has the same rights to engage in political activity as afforded to any citizen of this State. This right to engage in political activity shall not apply to any law enforcement officer when he/she is on duty or when he/she is acting in his/her official capacity.

B. Whenever a law enforcement officer is under investigation or subjected to interrogation by a law enforcement agency for any reason which could lead to disciplinary action, demotion, loss of pay, or dismissal, the investigation or interrogation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
2. The interrogation shall preferably take place either at the office of the command of the investigation officer or at the office of the local precinct or police unit at which the incident allegedly occurred unless otherwise waived by the law enforcement officer.
3. Upon interrogation, the law enforcement officer shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present

during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator as often as possible.

4. No departmental charges shall be preferred against a law enforcement officer unless a complaint is duly sworn before an official authorized to administer the oath.
5. The law enforcement officer under investigation shall be informed in writing of the nature of the investigation prior to any interrogation.
6. Interrogating sessions shall be reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
7. The law enforcement officer under investigation and/or interrogation shall not be threatened with transfer, dismissal, or disciplinary action.
8. A complete record, either written, taped, or transcribed, may be kept of the complete interrogation of the law enforcement officer at the request of either party at the requesting party's expense. A copy of the record shall be available to the law enforcement officer or his/her counsel upon request.
9. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.

10. At the request of the law enforcement officer under interrogation, he/she shall have the right to be represented by counsel or any other responsible representative of his/her choice who shall be present at all times during the interrogation, unless waived by the law enforcement officer or unless the law enforcement officer is advised in writing that no disciplinary action is contemplated. The interrogation shall be suspended for a reasonable time until representation can be obtained.
- C. No law enforcement agency shall insert any adverse material into the file of the officer unless the officer has had an opportunity to review, sign, receive a copy of, and comment in writing upon the adverse material, unless the officer waives these rights.
- D. No law enforcement officer shall be required or requested to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household), unless such information is necessary in the investigation or unless such disclosure is required by law.
- E. If the investigation or interrogation of the law enforcement officer results in the recommendation of some action, such as demotion, dismissal, transfer, loss of pay, reassignment or similar action which would be considered a punitive measure, then, before taking such action, the law enforcement agency shall give notice to the law enforcement officer that

he/she is entitled to a hearing pursuant to the Civil Service Rules and Regulations and other State Statutes that may be applicable.

F. Any decision, order or recommendation for action resulting from the hearing shall be in writing and shall be accompanied by findings of fact. The findings shall be expressed in a concise statement upon each issue in the case. A copy of the decision or order and accompanying findings and conclusions along with written recommendations for action shall be delivered or mailed promptly to the law enforcement officer or his/her attorney.

G. No Employee shall be required to undergo a polygraph test. Insistence by the Township that an Officer take the polygraph test shall not be grievable, but is a matter to be decided by the Courts.

H. Every individual Employee shall have the individual right to have a representative with said Employee at any investigative interview in which the Employee reasonably believes that he/she may be subject to discipline as a result of said interview.

ARTICLE XXVI

TRAFFIC POST

- A. The Township agrees that no Officer shall be assigned to a traffic post for periods in excess of two (2) consecutive hours, except in case of emergency. There shall be a minimum of one (1) hour break between traffic assignments, except in case of emergency. In cases of extreme weather conditions, traffic posts shall be limited to one (1) hour, except in case of emergency.
- B. Traffic dismount provisions in contract do not apply to ride and walk patrols. Traffic dismount will be left to the sole discretion of the shift commander.

ARTICLE XXVII

STAND-BY AND CALL-IN POLICY

- A. The current practice of the Township with respect to stand-by and call-in duty shall be continued under this Agreement.
- B. For members of the I.D. Bureau of the Detective Division only, stand-by time will be compensated with a half-day off on the Thursday or Friday following the weekend during which the officer was on stand-by.

ARTICLE XXVIII

CPR TRAINING

- A. All police officers shall attend, once every year, a four-hour CPR re-certification class.

ARTICLE XXIX

FIRST AID EQUIPMENT IN PATROL CARS

All patrol cars are to be equipped with the following equipment:

Kennedy tool box

- (6) eye pads
- (10) hemorrhage pads
- (6) cravat bandages
- (2) rolls of adhesive tape
- (3) improved roller bandage 4"
- (3) improved roller bandage 2"
- (1) box assorted band-aids
- (1) box antiseptic pads
- (3) disposable blankets
- (1) ambu bag

Rope (100' of Poly Plus)

Entrenching tool (Army Surplus)

ARTICLE XXX
GROOMING STANDARDS

A. HAIR

1. Hair shall be evenly trimmed at all times while on duty. The maximum extension of the hair outward from the top of the head will be 2.5 inches.
2. The maximum extension from the sides of the head shall be 2.5 inches provided that the hair shall be gradually tapered such that it does not protrude outwardly beyond the top (upper helix) of the ear and such that it otherwise gives an overall even appearance.

B. MUSTACHE

1. The extent of growth shall be limited to .5 inch beyond the corner of the mouth.
2. The thickness shall be .5 inch in depth and not appear bushy.

C. CAPS

1. Members of the patrol division shall be permitted to switch from the traditional eight-pointed hat into the "field" or "utility" cap which similarly resembles a baseball cap. The cap would show the appropriate Woodbridge Police identification.

ARTICLE XXXI

ATTENDANCE AT SPECIALTY SCHOOLS

A. Opportunities for attendance at various service schools (i.e. breathalyzer, narcotics, radar operation) shall be afforded all members of the department on a seniority-bid basis subject to meeting Township established standards or requirements for attendance at a given school.

Department members meeting said standards will be selected on a seniority-bid basis. No person presently in a given position shall be affected by this provision, it being prospective in application only.

ARTICLE XXXII

TUITION REIMBURSEMENT

A. Each member attending college shall be reimbursed for his/her tuition at twenty (\$20.00) dollars per credit upon submission of proof of payment by the member and proof that he/she has attained a grade of "C" or better for the particular courses for which he/she is seeking reimbursement.

A committee shall be established to determine the type of college courses and degree programs which may qualify for tuition reimbursement. The committee shall be made up of representatives of both parties and shall provide recommendations to the administration for the equitable application of this provision.

Effective January 1, 2002, the Township agrees to increase tuition to forty (\$40.00) dollars per credit for undergraduate courses and fifty (\$50.00) dollars for graduate courses.

B. Effective January 1, 2009 and each calendar year thereafter, all Officers shall receive the following stipends if they have or obtain any of the following degrees:

Associates Degree	\$ 500.00 per year
Bachelors Degree	\$1000.00 per year
Masters, PhD or professional Degree	\$1500.00 per year

ARTICLE XXXIII

DETECTIVE PAY

- A. First Class Detectives shall receive one thousand two hundred fifty dollars (\$1,250.00) additional pay.
- B. Second Class Detectives shall receive eight hundred fifty dollars (\$850.00) additional pay.
- C. Third Class Detectives shall receive six hundred dollars (\$600.00) additional pay.
- D. Members of the Tactical Squad are to receive two hundred dollars (\$200.00) additional pay for expenses, to be paid in quarterly installments.
- E. No Police Officer shall receive Detective pay or benefits until that Police Officer is officially appointed as a Detective. In order for a Police Officer to receive Detective pay and benefits, he/she must continue to function as a Detective in the Detective Division, except as otherwise noted herein. The exceptions to the aforesaid apply to any other Officers other than Detectives currently receiving Detective's pay or expenses. It is expressly understood that the PBA has the right to verify with the Township through whatever payroll records and Police vouchers the Township has the names of all individuals receiving Detective's pay and benefits.

ARTICLE XXXIV

TRAINING TIME

- A. Steady day Officers and Detective shall have a training bank to be created by allowing such Officers off early fifteen (15) minutes per day, thereby creating a bank of fifty-two (52) hours per year. Under no circumstances shall accumulated training back time be used for any purpose other than training.
- B. Training time will be set aside at a maximum of sixty (60) hours per calendar year for the Patrol Division only, based on twenty (20) minutes per working day for days worked only. These training assignments will be given on days off and will be lost if not used during the calendar year.
- C. Training banks shall be depleted at the rate of one and one half (1.5) hours for every one (1) hour.

ARTICLE XXXV

COURT TIME

A. An Officer who is required to appear in municipal, County, Superior, or Supreme Court proceedings outside of his assigned duty hours shall be paid at the rate of one and one half (1.5) hours for time worked. An Officer who is required to appear in municipal, County, Superior, or Supreme Court proceedings during his assigned duty hours shall be paid at straight time on an hour basis.

No change in the manner of paying travel time.

B. There shall be a two (2) hour minimum of paid overtime (paid at time and one half) for all appearances required by the Courts or the Township even if the Officer's attendance is cancelled en-route to the appearance.

ARTICLE XXXVI

REPRESENTATION FEE IN LIEU OF DUES

A. PURPOSE OF FEE

If an Employee covered by this Agreement does not become a member of the PBA during any membership year (i.e. from January 1st to the following December 31st) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the PBA as a majority representative.

B. AMOUNT OF FEE

1. Notification

Prior to the beginning of each membership year, the PBA will notify the Township in writing of the amount of the regular membership dues, initiating fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the PBA to its own members, and the representation fee has been set at eighty five percent (85%) of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

C. **DEDUCTION AND TRANSMISSION OF FEE**

1. **Notification**

Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Township a list of those Employees who have not become members of the PBA for the then current membership year. The Township will deduct from salaries of such Employees, in accordance with **Paragraph 2** below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

2. **Payroll Deduction Schedule**

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the

membership year in question and until such time as a new Agreement is executed. The deduction will begin with the first paycheck paid:

a) Ten (10) days after the receipt of the aforesaid list by the Township;

-or-

b) Twenty (20) days after the Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an Employee who is required to pay a representation fee terminates his/her employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this **Article**, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this **Article**, the mechanics for the deduction of representation fee and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

5. Changes

The PBA will notify the Township, in writing, of any changes in the list provided for in **Paragraph 1** and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the PBA, a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period.

The list will include names, job titles, and date of employment for all such Employees.

D. The PBA agrees to establish and maintain a "demand and return" system whereby those employed/re-employed who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of **N.J.S.A. 34:13A-5.4**, as amended. The demand and return system shall also provide

that Employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the Employee to the Review Board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE XXXVII

HEALTH AND WELFARE COMMITTEE

The Township agrees to create a special Health and Welfare Committee to be administered by a Committee of two (2) union members and the Business Administrator and Chief Financial Officer. The Committee will be funded by contributions of the Township of ten percent (10%) of the cost savings achieved as a result of a unit member's eligible cost savings idea, as set forth below. The contributions will be used to provide benefits or assistance to unit members not covered by Township provided benefits who the Committee determines are deserving of such assistance. The Committee will set the criteria for eligibility for assistance.

The cost savings idea must be original, must best implemented and must result in a net cost savings to the Township.

ARTICLE XXXVIII

SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

ARTICLE XXXIX

SCHEDULING

SENIORITY

The term SENIORITY used herein will be defined by using the present Departmental Rules, Regulations, Procedures, and any and all present and past Agreements between PBA Local 38 and the Township of Woodbridge.

MANNING AND SHIFT SELECTION

The number of Officers on any shift will be determined by current Departmental Rules, Regulations, and Procedures and by Departmental needs and current crime statistics for those time periods.

Each member will select his/her steady shift based on the current Departmental Seniority List as it pertains in his/her Division. Each member will be given preference of his/her squad, which would not ordinarily be changed, it being mutually understood that the parties intend to keep personnel movement to a minimum. The parties mutually agree that members may be assigned to a shift or squad out of order based on Departmental needs, such as, but not limited to where special qualifications are needed for particular tasks, training is required, personal conflicts exist, or emergencies occur.

Each year, following the year of the adopting of the steady shift, each member will be given the right to bid on a new shift or remain in the same shift and squad. Shift and squad selection will begin on October 1st, finalized on October 14th, and be posted by November 1st of that year. Shift and squad selection will be based on current Departmental Seniority List. New shift and squad selections will be effective in the middle of the first shift after January 1st of the next year.

The Township agrees that if an Employee is removed from the squad he/she would have been assigned under the procedure set forth in **Paragraph 4** above, because he/she did not possess the special qualifications needed to perform the tasks of breathalyzer operator, certified 911 telecommunicator or defibrillator operator, the Township will provide the Officer the opportunity to receive training in the performances of the duty in one of the above three (3) areas (which he/she lacked when removed from the squad during the course of the following year, so that the Employee can bid the following October 1st.

Newly appointed members hired on or after January 1, 2005 will be placed on any existing shift so selected by the Chief or the Commander of the Radio Patrol Division for the purpose of job training for the first two (2) years of the Officer's employment for officers with prior service at the Chief's discretion, and three (3) years inclusive of academy time for other hires. The October 1st following the completion of the Officer's second or third year of employment, the Officer will select his/her shift based on the bid system using the Departmental Seniority List of current use. All training scheduled calculations for such persons

shall be based on a calendar year basis using January 1 of year of the Employee's initial hire for all training schedule calculations.

The Township agrees that the three (3) year training period for new hires will consist of a scheduled training program to be promulgated by the Chief of Police which includes an approximate four (4) month rotation in the Patrol Division shifts as well as assignment at the Chief's discretion to other Divisions and assignments within the Department.

The Township further agrees that newly hired officers will not be used to defeat the parties' current shift bidding system or replace officers due to manpower shortages.

ADVERTISING AND BIDDING FOR VACANCIES ON SHIFTS

All vacancies on any shift created by retirement, death, resignation, promotion, or transfer to other Divisions, which occurs after finalization of the yearly seniority bid selections, will be bulletined for bid within thirty (30) days previous to or five (5) days following the dates they occur. Bulletins advertising shift vacancies shall show the shift time and shall be posted in a place accessible to all members for a period of sixteen (16) calendar days. Police Officers desiring bulletined shifts must file applications in writing, in duplicate, with the Commander of that Division within the sixteen (16) calendar day period, with one (1) copy being returned to the Officer as an acknowledgment. When more than one vacancy exists, Police Officers may bid on any or all vacancies, stating preferences on each application. Bulletined vacancies will be awarded within seven (7) calendar days following the close of the advertising period. Notice

thereof shall be posted in a place accessible to all members. Where feasible, the award shall be effective on the first day of the start of the awarded shift with no loss of days off to the member. Awards to members will be based on the current Departmental Seniority List as it pertains to a member's Division.

All vacancies on any shift created by on-the-job injuries or sick leave which last for one (1) calendar year or more, which occur after finalization of the yearly seniority bid selections will be advertised and bidded as described.

Any member who returns to active duty from sick leave or an on-the-job injury which has lasted for one (1) calendar year or more, or any time less than one (1) year, will be returned to the shift from which he left, until October 1st of that year.

Copies of bulletins and notices of awards and a list of all those who have applied in seniority order, will be furnished to the current PBA President.

A vacancy on any shift created by an awarded advertised bid will be filled as previously described. Any subsequent vacancies created by this bid need not be advertised unless a demand by any member is submitted for that vacancy. This vacancy will then be filled as previously described.

Any member who is absent during the sixteen (16) calendar days of advertising for an open shift as described and who is senior to the most senior member who has applied, must be notified and be given an opportunity to apply before the shift can be awarded.

Any member who returns to active duty from a Departmental suspension which has lasted for one (1) calendar year or less will be returned to the shift from which he left until October 1st of that year.

Vacation schedules will be selected by January 14th of every year and finalized as described in the Rules and Regulations of the Department and will be picked using the current Departmental Seniority List as it pertains in the member's shift.

The total number of vacation days allowed each member will be determined by past and/or present Agreements between PBA Local 38 and the Township of Woodbridge.

TEMPORARY ASSIGNMENTS

A member may not be required to work temporarily on any other shift, except when there is an emergency manning shortage on a specific shift.

Any Detective who voluntarily transfers from the Detective Bureau to Patrol Division should do so in conjunction with an advertised vacancy as described in previous paragraphs or in conjunction with October 1st of each year. If this transfer is done at any other time than that which has been previously set forth, the Detective will be placed in any shift so selected by the Chief and/or the Commander of the Patrol Division, based on Departmental need.

Any Detective who is involuntarily transferred to Radio Patrol Division will be placed on the shift of his/her selection with no transfers of any member already on that shift.

ARTICLE XL
PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained by the Chief of Police and may be used for evaluation purposes by the Police, Mayor and/or Governing body.

Upon advance written notice and at reasonable times, any member of the Police Department may review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his/her designated representative.

Whenever a written complaint concerning an Officer is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed there from.

Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

Each Employee shall be supplied with a written certification from the Township, during the month of January of each year, which shall state the number of accumulated sick days and any other time which is available to the Officer as of December 31st of the preceding year.

ARTICLE XLI

DURATION

This Agreement shall have a term from January 1, 2009 through December 31, 2011. If the Parties have not executed a successor Agreement by December 31, 2011, then this Agreement shall continue in full force and effect until a successor Agreement is executed or until PERC dispute resolution process is completed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

FOR THE TOWNSHIP OF WOODBRIDGE

FOR PBA LOCAL 38

Thomas Dell'Osca V.P.

Ken C. STATE Dele

A. J. ... REC. SEC.

APPENDIX A-1

SALARY SCHEDULE

	Effective 01/01/2009	Effective 01/01/2010	Effective 01/01/2011
Police Officer			
Training Step	\$43,222	\$44,627	\$46,189
4 th Class	\$70,144	\$72,424	\$74,959
3 rd Class	\$76,226	\$78,703	\$81,458
2 nd Class	\$82,304	\$84,979	\$87,953
1 st Class	\$88,169	\$91,034	\$94,220
Senior Officer	\$93,018	\$96,041	\$99,402

A. The salaries for bargaining unit employees entitled to the senior officer differential benefit shall be calculated consistent with **Article V (Salaries and Senior Officer Differential)** herein, as set forth above.

B. The above stated rates do not include longevity. Longevity entitlement shall be calculated upon and added to the above rates consistent with **Article VII (Longevity)** herein.

C. The above stated salary rates do not include holiday pay. These items shall be added to the above rates consistent with **Article IX, Section 2.**

APPENDIX A-2

SALARY SCHEDULE

Effective for Employees Hired On or After December 14, 2005

	Effective 01/01/2009	Effective 01/01/2010	Effective 01/01/2011
Police Officer			
Training Step	\$43,222	\$44,627	\$46,189
5 th Class	\$54,942	\$56,728	\$58,713
4 th Class	\$63,250	\$65,306	\$67,592
3 rd Class	\$71,557	\$73,883	\$76,469
2 nd Class	\$79,864	\$82,460	\$85,346
1 st Class	\$88,169	\$91,034	\$94,220
Senior Officer	\$93,018	\$96,041	\$99,402

New hires must complete one year of service (including training) in order to reach 5th Class.

- A. The salaries for bargaining unit employees entitled to the senior officer differential benefit shall be calculated consistent with **Article V (Salaries and Senior Officer Differential)** herein, as set forth above.

B. The above stated rates do not include longevity. Longevity entitlement shall be calculated upon and added to the above rates consistent with **Article VII (Longevity)** herein.

C. The above stated salary rates do not include holiday pay. These items shall be added to the above rates consistent with **Article IX, Section 2**.

APPENDIX B

AGREEMENT ON EXTRA DUTY WORK

The Township of Woodbridge ("Township") and PBA Local 38 ("PBA"), on this 20th day of November, 2007, agree as follows with respect to the matter of Extra Duty Work:

1. a. Hourly rates for the following years:

	2008	2009	2010	2011
Protective Services	\$34.00	\$35.00	\$36.00	\$37.00
Day Traffic	\$52.00	\$53.00	\$54.00	\$55.00
Night Traffic	\$62.00	\$63.00	\$64.00	\$65.00

- b. Day traffic rate will apply to the hours of 0700 to 1800.

Night traffic rate will apply to the hours of 1800 to 0700.

2. a. A four (4) hour minimum for protective services will be strictly enforced for all businesses, excluding non-profit religious organizations and public entities; however this excludes carnival and fair type events.
 - b. A four (4) hour and eight (8) hour minimum for traffic assignments will be strictly enforced as above.
 - c. Any assignment (protective or traffic) not cancelled at least one (1) hour prior to the start time will be billed a four (4) hour minimum.

3. a. Effective January 1, 2008, the hourly Administration Fee held by the Township to cover operational cost will be as follows:

	2008	2009	2010	2011
Protective Services	\$2.25	\$2.25	\$2.25	\$2.25
Day Traffic	\$4.00	\$4.00	\$4.00	\$4.00
Night Traffic	\$5.00	\$5.00	\$5.00	\$5.00

b. A review of the operational costs will be conducted at least annually. The cost for same, if any, will be borne by the Administration fee held by the Township.

4. a. As in the past, the Chief of Police will continue to make the selections for the two (2) "Coordinators" and one (1) "Bookkeeper" assignments. The assignments will be rotated annually. The only criteria for the "Bookkeeper" will be that the Officer has served at least one (1) year as "Coordinator".

b. The "Billing" person will be mutually agreed upon between the Township and the PBA.

c. The responsibilities for the billing procedures for the Extra-Duty assignments are as follows:

Coordinators – Upon receiving a request for an Officer(s) for either protective service/traffic detail, the requesting parties' complete billing

information (name of company and supervisor(s), all phone numbers including cell number(s) and address(s) for job location(s) and mailing) must be retained. This information will be entered into the coordinator's computer and saved to a disc and then forwarded to the "Bookkeeper" and "Billing Person".

The procedure will follow all other scheduling rules as outlined in the contract under **Appendix B**.

Bookkeeper – Will compile an invoice of job(s) worked for all Officers from the Officers' sign-in book recording it into a computer file and forwarding this information to the "Billing Person". This will be completed every other week for the prior two-week (14 day) cycle. Invoice information will be sent to the "Billing Person" no later than every other Tuesday.

The "Bookkeeper" will be the contact person for the Officer should a discrepancy occur. The late pay inquiry form will be completed with a copy maintained by the "Bookkeeper" and a copy forwarded to the "Billing Person" within five (5) working days.

The procedure will follow all other scheduling rules as outlined in the contract under **Appendix B**.

Billing Person – Will mail all invoices within forty-eight (48) hours of receiving the computer information from the "Bookkeeper" to the customer.

If at the end of a twenty-eight (28) day period the invoice has not been paid, a delinquent notice will be mailed and/or faxed to the customer. This will continue weekly until paid. A delinquent surcharge not to exceed one and one

half percent (1.5%) of the amount invoiced will be added to the amount now being billed. This additional money will be placed into the administrated fund to cover the additional cost.

All discrepancies between the Officer and the billing will be resolved within thirty (30) days.

A computerized file will be kept regarding all billings and retained for annual review (per the contract) and/or any disputes that should arise.

The procedure will follow all other scheduling rules as outlines in the contract under **Appendix B**.

Dispute Resolution – Will involve the “Coordinators”, “Bookkeeper”, and “Billing Person” along with the PBA President or designated person and the Business Administrator or designated person. All disputes will be documented and recorded.

The Coordinators, Bookkeeper, and Billing Person will utilize a common style computer program (i.e. Excel, Quick Books, etc.) to communicate and complete the above tasks and to retain all information. This system will be handed down to the next appointed position holder at the end of their terms.

c. The per month rate of pay for the two (2) “Coordinators” is:

2008	2009	2010	2011
\$1,300.00	\$1,350.00	\$1,400.00	\$1,450.00

The per month rate for the one (1) "Bookkeeper" is:

2008	2009	2010	2011
\$500.00	\$500.00	\$500.00	\$500.00

The "Bookkeeper" position will be reviewed annually to determine if it continues to be a necessary position.

The per month rate of pay for the one (1) "Billing Person" is:

2008	2009	2010	2011
\$1,100.00	\$1,150.00	\$1,200.00	\$1,250.00

d. The two (2) "Coordinators" will receive cellular phones which will be exclusively used for the extra duty work assignments. The one (1) "Billing Person" will receive a cellular phone which will be exclusively used for the extra duty billing assignment. Any costs above the maximum allowed minutes on the phone plan will be paid by the Coordinators/Billing Person. The PBA in cooperation with the Township will solicit cellular phone companies for the best cellular phone program. The monthly cost for any lease of the phones will be agreed to between the PBA and the Township.

5. A schedule will be adopted that will allow for a smooth flow for job requests and assignments.

- a. On the 15th of each month, the Coordinator would distribute the next month's job assignments. Also distributed would be the upcoming month's job listings and request forms.
- b. When an Officer receives their next month's job assignments (15th of the month) the Officer has until the 23rd of the month to return any unwanted jobs to the Coordinator.
- c. The Coordinator will post the returned jobs for two (2) days (24th and 25th). Any job not taken may be given out by the Coordinator to any Officer the Coordinator chooses.
- d. In the event the job is not filled, the Coordinator will notify the original Officer on the 26th that the Officer is responsible to appear and work the assignment. If the Officer does not appear, the below penalty phase will begin.
- e. Not later than the first of the next month all requests for job assignments will be returned to the Coordinator by each requesting Officer.
- f. Any trade-off of a job between Officers must be documented on a form created by the Coordinators. The form will be signed and dated by the trading Officers and submitted to the Coordinators.

6. a. The penalties for missing an extra duty job (AWOL) would be amended to read:

- 1st Offense – Letter of Reprimand
- 2nd Offense – Three (3) Month Suspension from Extra Duty List
- 3rd Offense – Six (6) Month Suspension from Extra Duty List
- 4th and All Subsequent Offenses – Twelve (12) Month Suspension from Extra Duty List

All offenses are cumulative with no expiration date.

b. Coordinators shall submit monthly reports to the Chief of Police identifying any extra duty violation and unusual circumstances or problems.

c. Any Coordinator that fails to perform the assigned duties shall be subject to disciplinary action and/or removal from the Coordinator's assignment.

7. In the event that an Officer is sick and cannot work an assigned extra duty job, the sick Officer must:

a. Call the Extra Duty Coordinator immediately to report the illness and the Coordinator will call other Officers and attempt to fill the job. In the event the job cannot be filled, the Coordinator will contact the vendor (job site) and inform the owner of the absence and that the job cannot be filled.

b. Call the Shift Commander and report the illness and the Shift Commander will report the sick call on the End of Tour Report (EOT) noting the job location and time. The Shift Commander will also advise the area patrol unit to check the job site. Officers that call off sick are subject to a sick call (check) during the extra duty job hours.

8. In the event an Officer calls in sick after three (3) times in any calendar year, a doctor's note will be supplied. If a note is not presented on the Officer's return to duty, the penalty phase will begin.

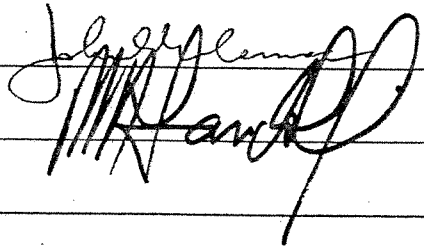
9. Officers may only sign their names and ATS numbers in the Extra Duty Attendance Payroll Book four (4) days in advance of a job. Officers will

sign out only after the job is completed. There will be no signing out at the same time.

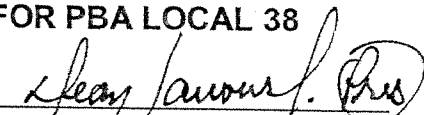
10. Alternate pay periods (opposite periods of regular duty pay) for extra duty jobs will be implemented.


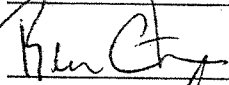
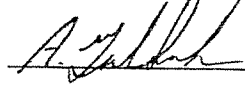
11. The administration costs due the Township will be paid to the Township annually from the operating budget of the operating list.

FOR THE TOWNSHIP OF WOODBRIDGE



FOR PBA LOCAL 38



 V.P.
 STATE Delegate
 REC. SEC.
