

AGREEMENT
BETWEEN
TOWNSHIP OF WOODBRIDGE
and
WOODBRIDGE TOWNSHIP POLICE DEPARTMENT
SUPERVISING OFFICERS ASSOCIATION

January 1, 2018 through December 31, 2020

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AGREEMENT

THIS AGREEMENT, made this 1st day of January 2018, between the Mayor and Council of the Township of Woodbridge, hereinafter referred to as the "Township," and the Woodbridge Township Police Department Supervising Officers Association, hereinafter referred to as the "Association" or the "SOA."

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 recognizes the aforementioned Association as the exclusive representative for all of its Sergeants, Lieutenants and Captains in its Police Department in Woodbridge, New Jersey but excluding the Director of Police, the Deputy Director of Police, the Chief of Police, Deputy Chief of Police, Police Officers, 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.

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 in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and 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 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 which terms and conditions are 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 Police Director for the purpose of resolving the matter informally. Failure to act within said eighteen (18) calendar 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 Police Director, the Employee or the Association may present the grievance in writing within eight (8) calendar days thereafter to the Police Director 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 Police Director 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 Police Director, 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) 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 the witnesses, shall be paid by the parties incurring same.

E. 1. The parties may 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 Police Director, 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
SOA MEETINGS

A. The Association President or designated representative shall be granted time off with pay to attend the, State PBA Convention, State PBA Mini-Convention, and State PBA Collective Bargaining Seminar. Alternates shall be granted time off in accordance with New Jersey Statutes.

B. The Association President or designated representative 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 Association President or designated representatives 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 SOA. Said time off shall be granted provided no interference with departmental operations is created thereby.

D. The Association shall be entitled to twenty-five (25) days per year for attending to Association business, Use of these Association business days shall be through the office of the SOA President, or the President's designee.

ARTICLE V
SALARIES

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

B. Senior Officer Differential - Superior Officers who have completed twenty-two (22) years of service shall be entitled to a Senior Officer Differential benefit. 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. The benefit shall be an increase in the base pay rate by an amount equal to one-half (1/2) the difference between the Employee's then current base rate and the next higher rate of pay as set forth in appendix A. For example, a Sergeant having completed twenty-two (22) years of service would receive a Sergeant's pay expanded by one-half (1/2) the difference between the Sergeant's base rate and the Lieutenant's base rate of pay. The average differential shall be used for Captain's computation under this provision.

C. The rank differential for all Superior Officers shall be eleven (11%) percent and shall be defined as the difference between regular ranks notwithstanding the Senior Officer differential. The rank differential will not be affected by the fold in of holidays and/or uniform allowance into base pay.

D. The Township agrees to include payment for fifteen (15) holidays in 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 fifteen.

E. The Senior Sergeant on Duty in the Patrol Division will receive acting pay for assuming the duties of a Lieutenant for all hours worked when no Lieutenant is present. The rate of pay shall be the difference between the Sergeant's rate of pay and the Lieutenant's rate of pay.

F. Supervisors entitled to payout for sick time, vacation time, time coming, etc. pursuant to Article XV (Sick Leave) or other contractual provisions and past practice, shall have the option of receiving such payout in three (3) equal payments in the three years following such qualifying separation. Payment shall be at the officer's salary as of the day immediately prior to his/her qualifying separation as set forth in the preceding sentence, in accordance with past practice.

G. Effective 1/1/18, the terms and conditions of employment for a Captain assigned as the Chief Law Enforcement Officer are as follows:

1. The CLEO's annual pensionable base salary shall be \$19,000 above his full Captain's pensionable base rate, including all contractual increases.

2. The \$19,000 shall not compound but is part of pensionable base pay.

3. The CLEO position is an assignment and the CLEO can be removed for any reason by the Police Director or other appropriate authority.

4. If the CLEO is removed, he shall maintain his salary at the time of removal, including the \$19,000 increase until his pensionable base salary equals or exceeds his pensionable base salary as the CLEO.

5. The CLEO shall have the option to work the 4/3-work schedule as set forth in Article XVI of the January 1, 2018 through December 31, 2020 collective negotiations agreement between the SOA and Township and past practice or a 5/2 work schedule consisting of 5 consecutive 8-hour workdays on-duty, Monday through Friday with weekends off duty. The

CLEO has the right to select the schedule of his choice from the 4/3 and 5/2 and may change his selection upon giving 10 workdays notice to the Township.

6. If the CLEO elects to work a 5/2 schedule, the work hours shall be determined by mutual agreement of the CLEO and the Township. If the CLEO elects to work a 4/3 schedule, he shall work the day shift and his work hours shall be per the CNA and past practice.

7. If the CLEO chooses to work a 5/2 schedule, he shall have all Township holidays off with pay.

ARTICLE VI
LONGEVITY

A. The Township agrees to pay the following longevity payments:

1. 2 ½ % at the start of 6th and through completion of 10th year of service;
2. 4 % after start of 11th and through completion of 14th year of service;
3. 5 ½ % after start of 15th and through completion of 20th year of service;
4. 7 % at the start of the 21st year through completion of the 22nd year of service.
5. 9 ½ % at the start of the 23rd year of service and each year thereafter.

B. Any officer promoted into the bargaining unit on or after January 1, 2011 shall maintain the same longevity progression that he had while in the rank-and-file bargaining unit.

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ARTICLE VII
OVERTIME AND PER DIEM

A. The Township agrees to pay overtime pursuant to the Fair Labor Standards Act requirement minimums. 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 the amount by 1980. Overtime is triggered by any time worked after 10.4 hours per day for the members of the patrol division. Overtime is triggered by any time worked after 9.25 hours 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 VIII
HOLIDAYS

The Township shall include payment for fifteen (15) holidays into base salary. Holiday pay shall be calculated by dividing the officer's base rate of pay inclusive of senior officer differential (if applicable) and longevity by Two Hundred and Forty-Three, then multiplied by fifteen.

ARTICLE IX
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 X
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 officer will be entitled to a thirty (30) day calendar day terminal leave

period; however, said leave must be as a result of retirement.

ARTICLE XI
INSURANCE BENEFITS

A. The Township agrees to provide life insurance in the amount of twenty-four Hundred (\$2,400.00) dollars for:

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

B. The Township agrees to continue the present hospitalization coverage. Effective January 1, 2018, the benefit platform for employees with less than 25 years of service as of December 31, 2017 shall be the plan annexed hereto as Appendix D. The benefit platform annexed hereto as Appendix E applies to all employees with 25 or more years of service as of December 31, 2017.

1. The Township shall pay the full premium for this coverage for employees and dependents, except that all officers shall make contributions to health care plans in accordance with the percentage premiums that was required under full implementation under P.L. 2011, Ch. 78 for the life of this contract. Thereafter, any modifications by legislation or court decision to Chapter 78's contribution rates shall apply until a successor agreement is settled. Any officer promoted into the bargaining unit on or after January 1, 2011 shall only be eligible for the level of benefits that he had while in the rank-and-file bargaining unit.

2. Since the Township is self-insured, "plan costs" shall be determined based on the COBRA rate equivalents. The cost of coverage COBRA/premium rates used to determine contribution amounts shall be frozen at the 2017 Tier 4 Levels of Chapter 78 for the life of this contract. The 2017 contribution rates will stay in effect until a successor agreement is reached at

which time if no agreement is reached on contributions, the health insurance contributions shall revert back to Tier 4, Chapter 78 levels upon implementation of the new agreement.

3. Notwithstanding the above, if an increase in salary results in an Officer reaching a higher Chapter 78 contribution bracket, the Officer shall be required to contribute in accordance with that higher bracket.

C. Subject to subsections (1) and (2) below, the Township shall provide and pay for the aforementioned insurance benefits for all officers who have retired with twenty-five (25) years of service with the Police and Fireman's Retirement System and seventeen and one-half (17 1/2) years of service with the Township of Woodbridge, or with an eligible disability. Retirees must then opt for the three year payout option as reflected in Article V, Section F.

1. Employees who would otherwise meet the years of service requirements for eligibility set forth in Section 2, below, but who did not have at least 15 years of PFRS credited service as of June 28, 2011, are eligible for medical and hospital benefits in retirement, with contribution rates based on Chapter 78 rates applied to the pension benefit.

Notwithstanding the foregoing, if Chapter 78 or any amendments thereto or a Court decision eliminates or lowers premium contributions for retirees who are eligible under this contract for medical and hospital benefits in retirement, such contributions shall be made consistent with applicable law or court decision. This shall not apply to employees covered by Section, 2 below or who were exempt from paying under Chapter 78.

2. Notwithstanding the above, employees who (1) had at least 15 years of PFRS credited service on June 28, 2011, and who retire with 25 or more years of PFRS credited service, or (2) retire on an eligible disability retirement pension, shall be eligible for medical and hospital benefits in retirement, at no cost to the employee. To be eligible for such benefits at no

costs, employees must continue to meet all other contractual requirements for retirement benefits eligibility, including the Township's requirement of at least 17.5 years of service with the Township or retirement with an eligible disability.

Officers who retire with less than twenty-five (25) years of service with the Police and Fireman's Retirement System, 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.

The Township agrees that if a retired officer (or his/her dependent) reaches Medicare age but is not Medicare eligible, all medical claims shall be processed and paid as if the retiree (and/or dependent) had not reached Medicare age.

D. The Township agrees to continue to provide dental insurance coverage for the employee and his/her dependents in accordance with the present Township dental insurance plan. The annual dental coverage shall be \$2000.00. Officers can aggregate the dental maximum over the life of the contract. This aggregation does not affect the per-procedure maximum, nor does it affect the dental co-pays and deductibles. The current orthodontic program shall be increased to \$4000.00

E. Effective January 1, 2018, the following shall be implemented with regard to the prescription plan for employees with less than 25 years of service as of December 31, 2017:

1. Walgreens Smart 90 Program: Maintenance drug prescriptions must be filled at a Walgreens retail pharmacy (or such other pharmacies as the Township may subsequently identify) or through mail order to be covered by the plan. Non-maintenance drug prescriptions may be filled at any participating pharmacy.

2. Mandatory Generic Program: If a Brand medication is prescribed for a maintenance drug, and a Generic equivalent exists for that Brand medication, the Generic

equivalent must be accepted by the insured individual in order to be covered by the plan. If the insured individual's physician believes there are special circumstances under which the insured must take the brand medication as prescribed, the insured's physician may request a coverage review and appeal. During the pendency of the appeal, the employee may pay the appropriate copay for the Brand medication.

F. The Township agrees to provide optical insurance coverage for the employees and their dependents pursuant to the new Township vision plan. The annual allowance for eyeglasses and contacts shall be \$300.00 each.

G. For the purpose of this Article, dependent shall be defined according to the Township Handbook, as well as State and Federal guidelines for eligibility.

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

I. All Employees shall be provided with prescription plan identification cards.

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

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

L. 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 prescription annual out-of-pocket maximums. This plan will be implemented by the Township on January 1, 2000.

M. The Township agrees to provide for a hearing aid benefit of \$2000.00 every 2 years to all employees and retirees.

ARTICLE XII
HEALTH AND WELFARE

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 XIII
MILEAGE ALLOWANCE

A. The Township agrees to reimburse employees at the rate of twenty (.20) cents per mile, in addition to tolls and parking upon presentation of proper receipts, whenever an employee is required to use his/her own motor vehicle for attendance at Court, pursuant to his/her employment, except in civil cases unless the Township is a defendant and the 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 XIV
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 XV
SICK LEAVE

A. Each employee shall receive a total of fifteen (15) days sick leave per year and said 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, or death or retirement, a member shall be entitled to one-half (1/2) of all accumulated sick days during the term of his employment, not to exceed Fifteen Thousand (\$15,000.00) dollars. Employees hired on or after January 1, 2021 shall be capped at \$7500.00.

B. If an employee sustains a major injury, sickness or disability which is related to his 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 up 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 1/2) 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 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.

If an officer provides a note from his doctor stating that surgery is not elective, that note shall be dispositive on the issue.

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 this Article, 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 Township 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 this Article 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 SOA 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 XVI
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.
- C. Patrol Lieutenants shall work a shift consisting of ten (10) hour and fifteen (15) minutes (which is consistent with the rest of the Patrol Division).
- D. In the event that one supervisor is present, the Shift Commander will consult with the Division Commander for the approval to maintain two supervisors including himself, for the Patrol Division. The Division Commander shall have the final say as to whether or not two supervisors shall be maintained.
- E. Effective January 1, 2013, all unit members who work a 4/3 work schedule shall receive a non-base stipend of \$750.00 payable in January of each year. Effective January 1, 2014, this annual amount shall be increased by \$250.00 to \$1000.00.

ARTICLE XVII
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 XVIII
ESTATE BENEFITS

A. All hospitalization and major medical insurance 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 step parent if the surviving spouse remarries, dependents shall no longer be entitled to such coverage.

B. Surviving spouses' other health benefits shall be carried for a period of two (2) months beyond the month when the employee dies in the employment of the Township. This will include dental, eyeglass and prescription coverage.

ARTICLE XIX
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 XX
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 and 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 not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

ARTICLE XXI
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, ancestry, age, marital status, affectional or sexual orientation, genetic information, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, nationality, refusal to submit to a genetic test or make available the results of a genetic test, handicap or perceived handicap, political affiliation, Union membership or lack of Union membership or participation in or lack of participation in legal Union activities.

B. The Township and the Association agree that all 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 membership or non-membership or activity or non-activity in the Association.

ARTICLE XXII
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 interrogations 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 investigating 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 to 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. The foregoing requirements regarding investigations shall apply to all in-person interviews and investigations conducted via questionnaire.

ARTICLE XXIII
STAND-BY AND CALL-IN POLICY

- A. Captains shall not be required to perform stand-by duty.
- B. The current practice of the Township with respect to stand-by and call-in duty shall be continued under this Agreement.
- C. Call-in time shall be compensated in conjunction with the requirements of the Fair Labor Standards Act.
- D. 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 XXIV
CPR TRAINING

All police officers shall attend, once every year, four-hour CPR recertification class.

ARTICLE XXV
FIRST AID EQUIPMENT IN PATROL CARS

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

- (1) 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 XXVI
ATTENDANCE AT SPECIALTY SCHOOLS

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 XXVII
TUITION REIMBURSEMENT

Effective each calendar year, all officers shall receive the following stipends if they have or obtain any of the following degrees:

Associate's Degree	\$ 650.00 per year
Bachelor's Degree	\$1200.00 per year
Master's, PhD or Professional Degree	\$1750.00 per year

The payment shall be made not later than August 1. Officers who have obtained their degrees prior to August 1, 2006, shall be paid the degree stipend regardless of the course of study in which they obtained a degree. All members of the SOA bargaining unit who obtain a degree on or after August 1, 2006 or who are promoted into the SOA bargaining unit after August 1, 2006, shall only receive the stipend if they obtain a degree in one of the defined courses of study established by the Committee consisting of three representatives of the Township and two representatives of the SOA. The Committee will be formed immediately and provide its binding criteria within sixty days of August 1, 2006. Any Officer, who is denied the stipend, shall have the right to appeal the denial to the Committee. The Committee's decision shall be final and binding.

ARTICLE XXVIII
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 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 be implemented and must result in a net cost savings to the Township.

ARTICLE XXIX
DETECTIVE PAY

A. First Class Detective shall receive \$1750.00additional pay.

B. No Officer shall receive Detective pay or benefits until that Officer is officially assigned as a Detective. In order for an 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 current practice concerning the exceptions to the aforesaid policy apply to Captains who have been designated first class Detectives and who receive the pay set forth in Section A, regardless of their assignment. In addition, the current practice that Supervisors who are assigned as Detectives shall be designated as first class Detectives shall continue.

ARTICLE XXX
TRAINING TIME

A. Steady day Officers and Detectives 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 bank 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 (1-1/2) hours for every one (1) hour spent to be in conformity with the Fair Labor Standards Act.

ARTICLE XXXI
COURT TIME

A. An officer who is required to appear in a 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) times his hourly rate for time worked. An officer who is required to appear in a municipal, County, Superior or Supreme Court proceeding during his assigned duty hours shall be paid at straight time on an hour for hour basis. No employee shall receive compensatory time for court appearances. Payment for travel time shall remain status quo.

B. There shall be a three (3) hour minimum of paid overtime (paid at time and one-half (1½) for all appearances required by the Courts or the Township even if the Officer's attendance is cancelled on route to the appearance.

ARTICLE XXXII
REPRESENTATION FEE IN LIEU OF DUES

The requirements of this Article shall be in accordance with the U.S. Supreme Court's 2017 ruling in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act.

A. PURPOSE OF FEE

If an Employee covered by this Agreement does not become a member of the SOA 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 may elect by written consent to pay a representation fee to the SOA for that membership year. The purpose of this fee will be to offset the Employee's per capita cost of services rendered by the SOA as a majority representative.

B. AMOUNT OF FEE

1. Notification

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

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the SOA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the SOA to its own members, and the representation fee has been set at eighty-five (85%) percent 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 SOA will submit to the Township a list of those Employees who have not become members of the SOA for the then current membership year but have provided written consent for the deduction of a representation fee in lieu of dues. The Township will deduct from the 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 SOA.

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 or her employment with the Township before the SOA 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 SOA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the SOA.

5. Changes

The SOA will notify the Township, in writing, of any changes in the list provided for in Paragraph 1 above 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 SOA, 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 SOA 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 SOA. Such proceedings shall provide for an appeal by either the SOA 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 XXXIII
FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIV
SAVINGS CLAUSE

A. 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.

B. The parties agree that should any clause of this Agreement be declared void and unenforceable, the parties shall proceed as follows:

1. The parties shall immediately engage in negotiations for a replacement clause;

2. Negotiations shall be limited solely to the subject of the clause declared void and unenforceable;

3. If the parties reach impasse in their negotiations, they shall submit the issue to a neutral third-party arbitrator who shall be selected through the means set forth in Article III, Section D, Step 5;

4. The Arbitrator shall have the authority to resolve the impasse and shall follow the procedures set forth in N.J.S.A. 34:13a-16, et seq.

5. The Arbitrator's decision shall be final and binding and shall become part of the collective negotiations agreement.

ARTICLE XXXV
GENERAL ORDER REGARDING SCHEDULING #116

Dated: September 5, 1986

The parties agree to form a Joint committee to amend the language regarding shift bidding to reflect the current practice for Superior Officers, as well as to discuss shift assignments as they affect acting pay. The amended language shall replace the language of this article.

SENIORITY

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

MANNING AND SHIFT SELECTION

The number of Officers on any shift will be determined by current Departmental Rules, Regulations, 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 year, each member will be given the right to bid on a new shift or remain on the same shift. Shift selection will begin on November 1st and finalize on November 14th of that year and be posted upon completion. Shift selection will be based on current Departmental Seniority List. New shift selections will be effective in the middle of the first shift after January 1st of the next year.

Newly appointed members will be placed on any shift so selected by the Chief or the Commander of the Radio Patrol Division for the purpose of job training. After completion of all training, the newly appointed member will be placed on any shift so selected by the Chief and/or the Patrol Division Commander, based on Departmental need, until the following November 1st.

At this time, the newly appointed member(s) will select shifts based on the bid system using the Departmental Seniority List of current use.

ADVERTISING AND BIDDING FOR VACANCIES ON SHIFTS

All vacancies on any shift created by retirement, death, resignation, promotion or transfers 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 twenty (20) 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 bid 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 SOA 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 the PBA/SOA 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 XXXVI
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 in the office of 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 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 the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. 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 XXXVII
LIGHT DUTY

A. “Light Duty” assignment shall be defined as temporary work, which may be accomplished by an injured or ill employee within certain stipulated medical limitations, while said employee is unable to perform the essential functions of their “full duty” assignments.

B. “Light Duty” assignments shall be subject to availability and approval by the Police Director or his designee.

C. “Light Duty” assignments shall last no longer than two (2) weeks and shall serve as a transition back to “full duty” only. Said assignment may be extended at the sole discretion of the Police Director or his designee.

D. “Light Duty” assignments shall be on a 4/3 day shift schedule. There shall be no “light duty” assignments on regular shifts, unless as approved, in the sole discretion of the Police Director or his designee.

ARTICLE XXXVIII
TRAINING DAYS

When attending training classes other than mandatory in-service training, an Officer shall receive day for day compensation (flex day/administrative day) to be scheduled within 180 days of earning the day. When the Police Department requires an Officer to attend training, the Officer shall be reimbursed with overtime or compensatory time, at his option.

ARTICLE XXXIX
DURATION

This Agreement shall have a term from January 1, 2018 through December 31, 2020. If the parties have not executed a successor agreement by December 31, 2020, then this Agreement shall continue in full force and effect until a successor agreement is executed or until PERC dispute resolution process is complete.




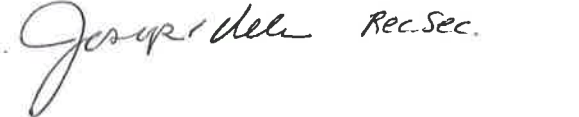
Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures.

TOWNSHIP OF WOODBRIDGE

WOODBIDGE TOWNSHIP
POLICE DEPARTMENT
SUPERVISING OFFICERS
ASSOCIATION, INC.



 President
 (VP)
 TREASURER
 Rec. Sec.

APPENDIX A
SALARY SCHEDULE

RANK	1/1/18	1/1/19	1/1/20
Sergeant 2	\$117,213	\$119,557	\$121,948
Sergeant 1	\$121,000	\$123,420	\$125,888
Senior Sergeant	\$127,655	\$130,208	\$132,812
Lieutenant	\$134,310	\$136,996	\$139,736
Senior Lieutenant	\$141,697	\$144,531	\$147,421
Captain	\$149,084	\$152,066	\$155,107
Senior Captain	\$157,284	\$160,430	\$163,638

A. Sergeant 2 shall apply to all officers promoted on or after 1/1/18 through the end of their first year of employment as a Sergeant. Sergeant 1 shall apply to all other Sergeants and to all Sergeants who have completed one year in rank.

B. The rank differential and Senior status for Sergeants shall be based on Sergeant 1 salary.

C. 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.

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

E. The above stated salary rates do not include holiday pay. These items shall be added to the above rates consistent with Article V (Salaries) herein.

APPENDIX B
AGREEMENT ON EXTRA DUTY WORK

The SOA agrees to the current "Off Duty Work System" as negotiated by the PBA and the Township.

The SOA agrees that if the PBA and Township negotiate a change to the current off duty policy, the SOA will re-open its collective bargaining agreement to negotiate this issue only. In addition, effective January 1, 2010, increase all extra duty work rates by \$1.00 per annum at each level.

APPENDIX C

Effective January 1, 2011, no officer shall be assigned a Township vehicle for “take home” use based on his or her rank. The Township shall in its sole discretion determine which officers, if any, shall be permitted to take a Township vehicle home after working hours based upon his or her working assignment. In no case, is an officer to use a Township vehicle for personal use.

All Captains appointed prior to December 31, 2012, and who maintain that rank, who are not assigned a vehicle based upon his or her working assignment, shall be compensated through a stipend of six thousand dollars (\$6,000) per annum.

APPENDIX D

**BENEFITS GRID
FOR OFFICERS WITH LESS THAN 25 YEARS
OF SERVICE AS OF 12/31/17**

Township of Woodbridge
Schedule of Benefits

PLAN B	POS		PPO
	SOA Active and Retired Employees with less than 25 years as of 12/31/2017		SOA Active and Retired Employees with less than 25 years as of 12/31/2017
	In Network	Out-of-Network	In & Out-of-Network Benefits
Major Medical	<i>No Referrals Needed</i>		<i>No Referrals Needed</i>
Calendar Year Deductible Ind/Family	N/A	\$250/\$500	\$500 Individual/\$1,000 Family
Calendar Year Out-of-Pocket Maximum	N/A	\$1,750/\$3,500 *	\$2,500 Per Person *
	<i>Does not include deductible, non covered amounts above the plan's allowable charge, copayments or pre-authorization penalties</i>		
Coinsurance	N/A	70% after Deductible *	80% after Ded *
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Physician Services			
Office Visit	\$5 Copay	70% after Ded *	80% after Ded *
Specialist Visit	\$10 Copay	70% after Ded *	80% after Ded *
Gynecological Care	\$10 Copay	70% after Ded *	80% after Ded *
Pre-Natal Care	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *
Routine Physical	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *
Well-Child Care	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *
Surgical Centers			
Deductible	N/A	\$1,000	No Ded INN, plan pays \$1,000 OON *
Maximum Allowable Charges	N/A	\$3,000	Plan pays 80% INN after ded, up to \$3,000 OON *
Hospital Benefits			
In-Patient Care	No Charge **	70% after Ded (*) (**)	Plan pays 100% for the first 120 days per calendar year, then \$50 per day thereafter. The remaining hospital room and board charges in excess of \$50 are subject to Deductible & Coinsurance (*) (**)
Out-Patient Care	No Charge	70% after Ded *	100% *
In-Patient/Out-Patient Physician Services	No Charge	70% after Ded *	100% *
Emergency Room <i>(Used for accidental injury/life threatening event)</i>			
Facility Services	\$50 Copay	\$50 Copay	100% *
Urgent Care	\$25 Copay	\$25 Copay	100% *
Office Visit	\$10 Copay	\$10 Copay	100% *
Extended Care			
Extended Care and Skilled Nursing	No Charge **	70% after Ded (*) (**)	Plan Pays 80% after ded * (includes in-patient rehab and cognitive therapy)
	<i>Limited to combined maximum of 90 days per calendar year; no prior hospitalization required</i>		<i>Limited to 30 days per calendar year; only eligible for covered persons under age 65</i>
Therapy Services			
Outpatient Therapies	\$10 Copay **	70% after Ded (*) (**)	80% after Ded *
	Includes Physical and Occupational visits per calendar year combined 30		Includes Physical and Occupational 30 visits per calendar year combined
Cardiac Rehabilitation	\$10 Copay **	70% after Ded (*) (**)	80% after Ded *
Mental Health & Substance Abuse Services			
In-Patient Mental Health/Substance Abuse	No Charge **	70% after Ded (*) (**)	Plan pays 100% (*) (**) after ded for 20 days max per calendar year. Plan pays 80% (*) (**) after ded for 10 additional days if required
	<i>Limited to 30 days per calendar year</i>		<i>Limited to 30 days per calendar year</i>
Out-Patient Mental Health/Substance Abuse	\$10 copay	70% after Deductible *	80% after Ded *
	<i>Out-Patient includes any Out-Patient diagnostic services or treatment other than partial hospitalization - see SPD for plan limitations</i>		
Other Services			
Laboratory Services	No Charge	70% after Ded *	80% after Ded *
Other Diagnostic Services <i>(X-Rays/PET Scan/CAT Scans etc...)</i>	No Charge	70% after Ded *	80% after Ded *
Durable Medical Equipment	No Charge (**)	No Charge (*) (**)	80% after Ded *
Home Health Care	No Charge (**)	70% after Deductible *	80% after Ded *
	<i>Limited to 60 visits per calendar year (not to exceed 4 hours per visit)</i>		<i>Limited to 60 visits per calendar year (not to exceed 4 hours per visit)</i>
Chiropractic Care	\$10 Copay	70% after Ded *	Plan pays 100% for INN Plan pays 80% after ded * for OON services
	<i>Limited to 30 visits combined per calendar year</i>		<i>Limited to 20 visits per calendar year</i>
Infertility Services	\$10 Copay	70% after Ded *	Covered only up to and including the diagnosis
	<i>See Attached Schedule of Benefits Pre-Authorization Required</i>		<i>In-Vitro Fertilization, Artificial Insemination or similar procedures are not covered</i>
Hearing Services			
Routine Hearing Exam <i>(up until the age of 19)</i>	\$10 Copay	70% after Ded *	Not Covered
Hearing Aids	Not Covered	Not Covered	Not Covered

Township of Woodbridge
Schedule of Benefits

Prescription Benefit Plan				
ACTIVE SOA	COPAYS		COPAYS	
Active - Generic	\$7.50	n/a	\$7.50	n/a
Active - Formulary Brand	\$15.00	n/a	\$15.00	n/a
Active - Non Formulary Brand	\$15.00	n/a	\$15.00	n/a
Mail Order - Generic	\$7.50	n/a	\$7.50	n/a
Mail Order - Formulary Brand	\$15.00	n/a	\$15.00	n/a
Mail Order - Non Formulary Brand	\$15.00	n/a	\$15.00	n/a
Smart90	YES		YES	
Formulary	Express Scripts Basic Formulary		Express Scripts Basic Formulary	
Mandatory Generics	YES		YES	
RETIREE SOA	COINSURANCE		COINSURANCE	
Retiree Percentage Responsibility	Prescription Card and Mail Order - Retirees subject to 20% Coinsurance up to \$800 OOP Maximum		Prescription Card and Mail Order - Retirees subject to 20% Coinsurance up to \$400 OOP Maximum	
Smart90	YES		YES	
Formulary	Express Scripts Basic Formulary		Express Scripts Basic Formulary	
Mandatory Generics	YES		YES	
<p>* Reimbursement to all providers is based on the Plan's fee schedule. Any Out-Of-Network providers can balance bill the patient for any amounts in excess of the Plan's fee schedule. This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. The Plan's Out-of-network fee schedule is 200% of the allowable fees under the 2012 Medicare fee schedule.</p>				
<p>** These services require pre-authorization. You and/or your physician are responsible for pre-authorization for QualCare Network and Out-of-Network services, otherwise the services may not be covered or a penalty may be applied. Refer to SPD for a complete list of pre-auth services. Charges over 200% of the Medicare Fee Schedule do not accumulate towards out-of-pocket maximums.</p>				
<p>Note: this summary is not intended to be a comprehensive list of services and is subject to change in accordance with Collective Bargaining Agreements.</p>				

APPENDIX E

**BENEFITS GRID
FOR OFFICERS WITH 25 OR MORE YEARS
OF SERVICE AS OF 12/31/17**

PLAN A	POS		PPO	
	SOA Active and Retired Employees with 25 years or more as of 12/31/2017		SOA Active and Retired Employees with 25 years or more as of 12/31/2017	
	In Network	Out-of-Network	In & Out-of-Network Benefits	
Major Medical	No Referrals Needed		No Referrals Needed	
Calendar Year Deductible Ind/Family	N/A	\$250/\$500	\$300/\$600 Hired before 7/1/1996 \$400/\$800 Hired after 7/1/1996	
Calendar Year Out-of-Pocket Maximum	N/A	\$1,790/\$3,500 *	\$1,000 Per Person *	
	<i>Does not include deductible, non covered amounts above the plan's allowable charge, copayments or pre-authorization penalties</i>			
Coinurance	N/A	70% after Deductible *	80% after Ded *	
Lifetime Maximum	Unlimited	Unlimited	Unlimited	
Physician Services				
Office Visit	\$5 Copay	70% after Ded *	80% after Ded *	
Specialist Visit	\$5 Copay	70% after Ded *	80% after Ded *	
Gynecological Care	\$5 Copay	70% after Ded *	80% after Ded *	
Pre-Natal Care	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *	
Routine Physical	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *	
Well-Child Care	No Charge	70% after Ded *	100% INN before ded, 80% OON after ded *	
Surgical Centers				
Deductible	N/A	N/A	No Ded INN, plan pays \$1,000 OON *	
Maximum Allowable Charges	N/A	70% after Ded *	Plan pays 80% INN after ded, up to \$3,000 OON *	
Hospital Benefits				
In-Patient Care	No Charge **	70% after Ded (*)(**)	Plan pays 100% for the first 120 days per calendar year, then \$50 per day thereafter. The remaining hospital room and board charges in excess of \$50 are subject to Deductible & Coinurance (*)(**)	
Out-Patient Care	No Charge	70% after Ded *	100% *	
In-Patient/Out-Patient Physician Services	No Charge	70% after Ded *	100% *	
Emergency Room				
Facility Services	\$50 Copay	\$50 Copay	100% *	
Urgent Care	\$25 Copay	\$25 Copay	100% *	
Office Visit	\$5 Copay	\$5 Copay	100% *	
Extended Care				
Extended Care and Skilled Nursing	No Charge **	70% after Ded (*)(**)	Plan Pays 80% after ded * (includes in-patient rehab and cognitive therapy)	
	<i>Limited to combined maximum of 90 days per calendar year; no prior hospitalization required</i>		<i>Limited to 30 days per calendar year; only eligible for covered persons under age 65</i>	
Therapy Services				
Outpatient Therapies	\$5 Copay **	70% after Ded (*)(**)	80% after Ded *	
Cardiac Rehabilitation	\$5 Copay **	70% after Ded (*)(**)	80% after Ded *	
	<i>Includes Physical and Occupational visits per calendar year combined</i>		<i>Includes Physical and Occupational 30 visits per calendar year combined</i>	
	<i>Up to 12 weeks following MI or Cardiac Surgery</i>			
Mental Health & Substance Abuse Services				
In-Patient Mental Health/Substance Abuse	No Charge **	70% after Ded (*)(**)	Plan pays 100% (*)(**) after ded for 20 days max per calendar year. Plan pays 80% (*)(**) after ded for 10 additional days if required	
	<i>Limited to 30 days per calendar year</i>		<i>Limited to 30 days per calendar year</i>	
Out-Patient Mental Health/Substance Abuse	\$5 copay	70% after Deductible *	80% after Ded *	
	<i>Out Patient includes only Out Patient diagnostic services or treatment other than partial hospitalization - see SPD for plan limitations</i>			
Other Services				
Laboratory Services	No Charge	70% after Ded *	80% after Ded *	
Other Diagnostic Services (X-Ray/CT Scan/CAT Scans etc...)	No Charge	70% after Ded *	80% after Ded *	
Durable Medical Equipment	No Charge (**)	No Charge (**)(**)	80% after Ded *	
Home Health Care	No Charge (**)	70% after Deductible *	80% after Ded *	
	<i>Limited to 60 visits per calendar year (not to exceed 4 hours per visit)</i>		<i>Limited to 60 visits per calendar year (not to exceed 4 hours per visit)</i>	
Chiropractic Care	\$5 Copay	70% after Ded *	Plan pays 100% for INN Plan pays 80% after ded * for OON services	
	<i>Limited to 30 visits combined per calendar year</i>		<i>Limited to 30 visits per calendar year</i>	
Infertility Services	\$5 Copay	70% after Ded *	Covered only up to and including the diagnosis	
	<i>See Attached Schedule of Benefits - Pre-Authorization Required</i>		<i>In-Vitro Fertilization, Artificial Insemination or similar procedures are not covered</i>	
Hearing Services				
Routine Hearing Exam (up until the age of 19)	\$5 Copay	70% after Ded *	Not Covered	
Hearing Aids	Not Covered	Not Covered	Not Covered	
Prescription Benefit Plan				
ACTIVE SOA	COPAYS		COPAYS	
Active - Generic	\$7.50	n/a	\$7.50	n/a
Active - Formulary Brand	\$15.00	n/a	\$15.00	n/a
Active - Non Formulary Brand	\$15.00	n/a	\$15.00	n/a
Mail Order - Generic	\$7.50	n/a	\$7.50	n/a
Mail Order - Formulary Brand	\$15.00	n/a	\$15.00	n/a
Mail Order - Non Formulary Brand	\$15.00	n/a	\$15.00	n/a
Smart90	NO		NO	
Formulary	Express Scripts Basic Formulary		Express Scripts Basic Formulary	
Mandatory Generics	NO		NO	
RETIREE SOA	COINSURANCE		COINSURANCE	
Retiree Percentage Responsibility	Prescription Card and Mail Order - Retirees subject to 20% Coinsurance up to \$800 OOP Maximum		Prescription Card and Mail Order - Retirees subject to 20% Coinsurance up to \$400 OOP Maximum	
Smart90	NO		NO	
Formulary	Express Scripts Basic Formulary		Express Scripts Basic Formulary	
Mandatory Generics	NO		NO	

* Reimbursement to all providers is based on the Plan's fee schedule. Any Out-of-Network providers can balance bill the patient for any amounts in excess of the Plan's fee schedule. This excess amount is considered a non-covered amount and does not accrue towards the Out-of-Pocket maximum. The Plan's Out-of-network fee schedule is 200% of the allowable fees under the 2012 Medicare fee schedule.

** These services require pre-authorization. You and/or your physician are responsible for pre-authorization for Out-of-Network and Out-of-Network services, otherwise the services may not be covered or a penalty may be applied. Refer to SPD for a complete list of pre-auth services. Charges over 200% of the Medicare Fee Schedule do not accumulate towards out-of-pocket maximums.

Note: this summary is not intended to be a comprehensive list of services and is subject to change in accordance with Collective Bargaining Agreements.