

3-0265
12-25

1972

A G R E E M E N T

BETWEEN

TOWNSHIP OF WOODBRIDGE

AND

WOODBIDGE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #38

THIS BOOK
NOT CIRCULATE

AGREEMENT

THIS AGREEMENT, made this day of
1972, between the Mayor and Council of the Township of Woodbridge,
hereinafter referred to as the "TOWNSHIP," or "EMPLOYER," and New
Jersey State Policemen's Benevolent Association, Woodbridge Local
Number 38, hereinafter referred to as the "PBA,"

WITNESSETH,

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

NOW THEREFORE, in consideration of the premises and
mutual agreements herein contained, the parties hereto agree with
each other in respect to the employees of the Employer recognized
as being represented by the PBA, as follows:

ARTICLE I

RECOGNITION

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

ARTICLE II

MANAGEMENT RIGHTS

The PBA recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, power and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

It shall be understood that the Township and the PBA will abide by Title II, Civil Service of the Revised Statutes and the rules and regulations of the Civil Service Commission and no provision of this Agreement will, in any way, contravene the authority and responsibility of the Civil Service Commission or the Woodbridge Township Administration.

The Employer shall have the right to determine all matters concerning the management or administration of the various divisions of the Police Department, the right to direct the various divisions, to hire and transfer employees, to combine and eliminate jobs and to determine the number of employees needed for specific job assignments.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION 1.

To provide for the expeditious and mutually satisfactory

settlement of grievances arising with respect to the interpretation or application of this Agreement the following procedure shall be followed:

All grievances shall be submitted to the Deputy Chief or Chief for his review and discussion. Thereafter, said Chief or Deputy Chief shall determine the matter within a reasonable length of time, not to exceed 30 days unless extended by both parties in writing. If the grievance is unresolved at that level the grievant has the right to submit his grievance to the Director of Police within 5 days of the receipt of the written decision of the Chief or Deputy Chief and the Director then shall make a final review and determination on the Woodbridge Township Police Department level.

The grievance procedure from that point on shall be in conformity with Section 14.7 (b) of the Woodbridge Township Administrative Code, a copy of which is attached to the original of this contract and shall be considered as incorporated herein by reference.

SECTION 2.

Charges or complaints against any member of the Police Department shall be investigated pursuant to the existing ordinances and regulations, statutes and constitution establishing the proper procedure as to charges, complaints, and investigations.

ARTICLE IV.

SALARIES

Effective January 1, 1972, the salary schedule for all officers recognized as being represented by the PBA shall be as set forth in Schedule A which is attached hereto and made a part hereof.

ARTICLE V.

LONGEVITY

The Employer agrees to pay as a fringe benefit the following longevity payments:

- 1 1/2% after 5 and through 10 years of service;
- 3% after 10 and through 14 years of service;
- 4 1/2% after 14 and through 20 years of service;
- 6% after 20 and through 25 years of service;
- 7 1/2% after 25 years of service.

ARTICLE VI.

RETENTION OF BENEFITS

This Article shall be specifically subject to and subordinate to Article 2 of this Agreement.

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 Employer during the term of this Agreement as not

less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE VII.

LEGAL AID

The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This shall not be applicable in any disciplinary or criminal proceeding instituted against the employers by the employee.

ARTICLE VIII.

DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor the PBA shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

ARTICLE IX.

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE X.

UNIFORM ALLOWANCE

SECTION 1.

The Employer agrees to provide each officer the amount of \$200.00 annually for uniform allowance. This program shall be administered under the supervision and direction of the Director of Police and shall be a benefit enjoyed by all members of the Department.

SECTION 2.

Each member of the Department shall be paid annually the sum of \$100.00 for uniform maintenance in addition to the sum provided for in Section 1 aforementioned.

ARTICLE XI.

HOLIDAYS

All members of the Department shall receive 7 paid holi-

days annually which shall be compensated by the payment, in a lump sum amount, to each member of the Department, payable prior to the Christmas week holidays. In addition, each member shall enjoy 6 days off in lieu of holidays. This program shall be administered under the supervision and direction of the Chief of Police and/or the Director of Police. The Director and/or Chief of Police have the right to satisfy the provisions of this clause by March 31, 1973.

ARTICLE XII.

HEALTH AND WELFARE

All 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.

SPECIAL HOLIDAYS

The Employer agrees to grant one 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 Governor of the State of New Jersey.

ARTICLE XIV.

INSURANCE BENEFITS

The Employer agrees to provide a life insurance policy

in the amount of \$1,000.00 at an annual premium amounting to \$10.00 per person.

ARTICLE XV.

OVERTIME PAY

Effective as of the date of all parties signing this Contract the Employer agrees to pay overtime worked after 2 or more hours of overtime worked at a rate of 1½ times regular rates.

The Employer also agrees to pay overtime at straight time rates for a minimum of 4 hours due to a red alert.

ARTICLE XVI.

TWO-MAN RADIO PATROL

The Employer agrees that all routine radio car patrols during the 10 to 6 and 11 to 7 shifts shall be manned by no less than 2 patrolmen.

ARTICLE XVII.

INTERNAL INVESTIGATION PROCEDURE

SECTION 1.

This Article establishes internal investigation procedure to be followed when an officer is questioned by a superior officer in connection with his departmental investigation.

SECTION 2. PURPOSE

These procedures are established to ensure certain rights.

to officers under investigation and shall not be construed to limit supervisory or command authority in normal operations. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following procedure is established.

SECTION 3. MECHANICS

A. The interrogation of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward. If the investigation requires that the officer be questioned while on duty, this shall not be interpreted as depriving the officer of any of his constitutional or other rights as a member of society, subject, however, to applicable case law and federal and state legislation to the contrary.

B. The interrogation shall be conducted at a location designated by the investigating officer, usually at Police Headquarters.

C. Before any questioning takes place the officer shall be apprised of the following facts:

1. The identity of the officer in charge of the investigation and the identity of the officer conducting the interrogation, including ranks, names and assignments, also the identity of all persons present during the interrogation.

2. The nature of the investigation, including any allegation of any violation of the rules, regulations or orders

of the Department.

3. The Officer shall be advised whether he is being questioned as a principal or as a witness at the time of the questioning and if the charge or charges have been asserted by a civilian witness, then the officer shall be advised of the name and address of said witness or witnesses if it is known to the Department.

D. The questioning shall be of a reasonable duration and rest periods must be allowed. Time shall be provided to the officer for personal necessities, meals and telephone calls as are reasonably necessary.

E. If an officer has been or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights, subject, however, to applicable case law and federal and state law to the contrary.

F. It shall be the duty of each officer in the Department to answer questions regarding any matter which is directly and specifically related to the performance of his duties as a police officer, as well as his conduct in the content of the rules, regulations, and orders of the Department.

ARTICLE VIII.

DURATION

This agreement shall become effective on January 1,

1972, and shall terminate on December 31, 1972.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO AFFIXED
THEIR SIGNATURES.

ATTEST:

Joseph V. Valenti
JOSEPH V. VALENTI
MUNICIPAL CLERK

TOWNSHIP OF WOODBRIDGE

BY John J. Cassidy
JOHN J. CASSIDY, MAYOR

NEW JERSEY STATE PBA
WOODBRIDGE LOCAL #38

BY Herbert B. Williams, Jr.
HERBERT B. WILLIAMS, JR.
President

BY Philip Yacovino
PHILIP YACOVINO
State Delegate

BY Joseph J. Nemeth
JOSEPH J. NEMETH
Negotiating Committee Chairman

BY Angelo P. Zullo
ANGELO P. ZULLO
Negotiating Committee Vice-
Chairman

BY Stephen Pochek
STEPHEN POCHEK
Vice Chairman

ATTEST:

Alfred Jankowski
ALFRED JANKOWSKI
RECORDING SECRETARY

SCHEDULE A

SECTION 1.

Patrolmen	\$ 9,338 to \$10,838
Sergeant	\$11,838
Lieutenant	\$12,838
Captain	\$13,838

SECTION 2.

All officers assigned to duties of first grade detectives shall receive an additional \$400.00 annually in addition to the salary range provided in Section 1 above. Second Grade Detectives shall receive an additional \$300.00 and Third Grade Detectives shall receive an additional \$200.00. In addition, each officer assigned to a position as a detective shall receive \$50.00 quarterly as expense pay.