

C O N T R A C T

Between

Woodbury, City of
CITY OF WOODBURY
(GLOUCESTER COUNTY,) NEW JERSEY

and

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL 122

X January 1, 1986 to December 31, 1988

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition	1
II	Policeperson's Rights	1
III	Grievance Procedure	2
IV	Peaceful Resolution of Differences	9
V	Management Rights	10
VI	Seniority	11
VII	Vacations	12
VIII	Holidays	13
IX	Sick Leaves and Leaves of Absence	13
X	Clothing	18
XI	Insurance	19
XII	Pension	20
XIII	Modification of Work Rules	20
XIV	Collective Negotiations Procedure	20
XV	Convention	21
XVI	Actions Against Policepersons	21
XVII	Extra Contract Agreements	22
XVIII	Saving Clause	22
XIX	Entirety of Agreement	23
XX	Dues Deduction	23
XXI	Association/Management Committees	24
XXII	Work Week and Work Year	24
XXIII	Exchange of Days off	28

ARTICLE		PAGE
XXIV	Probationary Period	28
XXV	Salaries	28
XXVI	Longevity	30
XXVII	Clothing Maintenance Allowance	30
XXVIII	Police Training Schools	30
XXIX	Educational Aid	31
XXX	Duration	32
	Appendix A - Holidays	33

PREAMBLE

This Agreement, entered into as of January 1, 1986, by and between the City of Woodbury, New Jersey, hereinafter referred to as the "Employer", and New Jersey State Policemen's Benevolent Association, Local #122, hereinafter referred to as the "PBA" or "Association".

ARTICLE I RECOGNITION

SECTION 1

The employer hereby recognizes the New Jersey State Policemen's Benevolent Association, Local #122, as the exclusive representative for the collective negotiations concerning terms and conditions of employment for all permanent Patrolpersons, Sergeants, Detectives and Police Clerks of the Woodbury Police Department, excluding Lieutenants, Detective Lieutenants, and the Chief of Police.

SECTION 2

Unless otherwise indicated, the term (police officer) "employee" or "employees" when used in this Agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II POLICEPERSON'S RIGHTS

Pursuant to N.J.S.A. 34:13A-1, et seq., the Employer hereby agrees that every policeperson shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a body exercising governmental power under the laws of the State of New

Jersey, the Employer undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeperson in the employment of any rights conferred by N.J.S.A. 34:13A-1, et seq., or other laws of New Jersey or the Constitution of New Jersey and the United States.

Up to three (3) representatives of the Association, shall be permitted time off with pay to attend negotiating sessions, grievance sessions and meetings of the Association Management Committee provided the efficiency of the Department is not affected thereby, and provided such meetings are mutually scheduled by the parties.

A police officer shall have the right to inspect his or her personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Employer agrees to notify in writing the individual police officer if any material derogatory or favorable to the police officer is placed in his or her personal jacket.

The employee may, upon reasonable request, and at his or her expense, obtain photostatic copies of any material contained in his or her personnel file.

ARTICLE III GRIEVANCE PROCEDURE

SECTION 1

Definition: For the purpose of this Agreement, a grievance is defined as a dispute between the Employer and the Association or any employee covered hereby with respect to the alleged violation of a specific provision of this Agreement, provided that the

term grievance shall not apply to (a) any matter for which a method of review is prescribed by law, or (b) any matter which according to law is either beyond the scope of authority of the City of Woodbury or limited to unilateral action by the City of Woodbury alone, or (c) a complaint of any employee which arises by reason of his or her not being re-employed.

Procedure: Any member of the negotiating unit shall have the right to present a grievance as specified herein.

SECTION 2

Step 1 - Lieutenant: Any employee who believes he or she has a grievance shall discuss it first with the Lieutenant of Police in an attempt to resolve the matter informally at that level. If as a result of this discussion, the matter is not resolved to the satisfaction of the employee, he or she shall set forth his or her grievance in writing within ten (10) days of the date of the occurrence of the events giving rise thereto and present it to the Lieutenant on an appropriate form, specifying: (a) the specific nature of the grievance and the contract clause violated, (b) the results of previous discussions, (c) the date and time of presentation, (d) the relief sought. The Lieutenant shall communicate his decision to the employee in writing within seven (7) days of receipt of the written grievance.

Step 2 - Chief of Police: In the event the employee remains dissatisfied, he or she shall, no later than five (5) days after receipt of the Lieutenant's written decision, appeal the Lieutenant's decision to the Chief of Police. The appeal to the Chief of Police must be made in writing reciting the matter, as submitted to the Lieutenant as above specified and the employee's

dissatisfaction with the decision previously rendered. The Chief of Police shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) days. The Chief of Police shall communicate his decision in writing to the employee and to the Lieutenant.

Step 3 - Mayor: If the grievance remains unresolved to the Employee's satisfaction, he or she may, no later than five (5) days after receipt of the Chief of Police's decision, request a review by the Mayor. All previous documents shall be submitted to the Mayor with such request for review and he shall render decision no later than fifteen (15) days after receipt of the grievance. The Mayor may, if he so desires, indicate a designee to hear and resolve such grievance.

Step 4- Arbitration: In the event settlement of the grievance is not reached in Step 3, the matter may be appealed to the arbitration procedure hereinafter established. Notification of desire to appeal to arbitration shall be made known to the other party in writing within fifteen (15) days subsequent to the date of receipt of the third step answer but in no event later than twenty (20) days subsequent to the date of receipt of the third step answer.

SECTION 3

A request for arbitration shall state in reasonable detail the nature of the dispute and the remedy requested. Within ten (10) days after the receipt of a request to arbitrate, the receiving party will give its response thereto in writing stating whether or not it believes the stated dispute to be arbitrable.

If the response agrees as to the arbitrability of the dispute, the parties will proceed to arbitration in the manner set forth below.

In the event the receiving party has asserted that the dispute contained in the request for arbitration is not arbitrable, the parties shall proceed to arbitrate in the manner set forth below only after, upon petition of the requesting party, final judgment of a court has determined that a grievance upon which arbitration has been requested raises arbitrable issues and has directed arbitration of such issues.

In the consideration of the decision of any question involving arbitrability, it is the specific agreement of the parties that:

(a) This Agreement sets out expressly all the restrictions and obligations assumed by the respective parties hereto, and no implied restrictions or obligations are inherent in this Agreement or were assumed by the parties in entering into the Agreement.

(b) In the consideration of whether a matter is subject to arbitration, a fundamental principle shall be that the City of Woodbury retains all its rights to manage the Police Department, subject only to the express limitations set forth in the Agreement; it is understood that the parties have not agreed to arbitrate demands which challenge action taken by the City of Woodbury in the exercise of any such retained rights, except where

such challenge is based upon a violation of any express limitation set forth in this Agreement.

(c) No matter will be considered arbitrable unless it is found that the parties clearly agreed that the subject involved would be arbitrable in light of the principles of arbitrability set forth in this Article and constitutes a grievance under the definition of a grievance set forth in Section 1 and no court or arbitrator shall or may proceed under any presumption that a request to arbitrate is arbitrable.

If a final judgment of a court has determined that a request raises arbitrable issues, the court's decision shall specify in reasonable detail the issues as to which arbitration is directed. The arbitration shall thereafter proceed only upon the issues specified in such final court judgment and the arbitrator shall have no authority or jurisdiction to consider issues other than those specified.

None of the provisions hereof shall deprive a court of competent jurisdiction of its power to determine questions of arbitrability, or the jurisdiction of the arbitrator or the validity of any decision or award of the arbitrator, in any proceeding seeking to require arbitration or to enforce, modify, or set aside a decision and award of the arbitrator.

Arbitration Procedure: In the event arbitration is voluntarily agreed to on timely request or ordered by a court of competent jurisdiction the parties shall endeavor to mutually agree

upon an arbitrator. If the parties fail to agree on such arbitrator, they shall jointly request the American Arbitration Association to furnish a panel of five (5) capable arbitrators. Each party shall have the right to reject one (1) panel so submitted. The party requesting arbitration and the City of Woodbury representative shall each alternately strike two (2) names from the agreed panel and the remaining individual shall be the arbitrator. The fees and the expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator as set forth above shall be restricted to a determination of whether or not there has been a violation of the Agreement as alleged in the written grievance, and to the appropriate remedy. The arbitrator shall have no authority in any case to add to, subtract from or alter in any way provisions of this Agreement.

SECTION 4

Miscellaneous:

In the event a grievant is represented by himself or by an attorney, the Association shall be notified upon receipt of such grievance at the Chief of Police level and shall be permitted to be present at all grievance meetings if such be held. Copies of all correspondence shall be forwarded to the Association under such circumstances.

Failure to file or appeal grievance within the specified time limits shall constitute a waiver and settlement of the grievance.

Failure of a City of Woodbury representative to give his

answer within the time limits provided at any step of the grievance procedure will automatically advance the grievance to the next step of the grievance procedure, provided there shall be no waiver of the written notification requirements of Step 4.

It is understood and agreed that nothing herein contained shall prevent either the City of Woodbury or the Association and/or a grievant from agreeing to waive one or more steps of the grievance procedure or from agreeing to submit a grievance directly to arbitration.

Neither the City of Woodbury nor the Association shall subject any employee grievant or employees appearing on behalf or in opposition to such a grievant to reprisals for participation in the grievance procedure. The grievant's papers shall not be filed in the employee's file.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance and any effect thereof shall have been fully determined.

A request for arbitration can be honored only if the grievant or grievance and the organization representing them, waive the rights, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrators award.

ARTICLE IV
PEACEFUL RESOLUTION OF DIFFERENCES

SECTION 1

Both parties recognize the desirability of continuous and uninterrupted operation of the Police Department and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement, and it will not, nor will any person acting in its behalf cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty or willfull absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment). The City of Woodbury agrees that it will not engage in any lock-out directed at members of the negotiating unit for the duration of this Agreement.

The above is interpreted that: The Association may be held liable in damages for "wild cat" strikes, unless the Association in writing immediately disavows the strike and notified strikers to return to work.

The Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Employer to dismiss or otherwise discipline employees taking part in that breach of contract.

ARTICLE V
MANAGEMENT RIGHTS

SECTION 1

The Employer, on its own behalf and on behalf of the taxpayers of the City of Woodbury, hereby retains and reserves unto itself, without limitation, 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 right:

(a) To exercise management and administrative control of the Police Department and its properties and facilities, and the activities of its employees while such employees are on duty.

(b) To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions; and to promote and transfer all such employees.

SECTION 2

The exercise of the foregoing powers, rights, authority and duties and responsibilities by the Employer, 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 the Constitution and laws of the

United States.

SECTION 3

Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the New Jersey laws or any other national, state, county or local laws or regulations.

SECTION 4

Nothing in this Agreement which changes pre-existing Employer policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that employees shall continue to serve under the directions of the Chief of Police and in accordance with Employer and administrative policies, rules or regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

SECTION 5

It is understood that, under the rulings of the courts of New Jersey, the Employer is forbidden to waive any rights or powers granted it by law. Anything to the contrary notwithstanding nothing contained in any section, paragraph or subsection of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Employer has waived rights which are expressly required by the courts to be retained by the Employer.

ARTICLE VI
SENIORITY

SECTION 1

Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire in

the Department. Included in seniority are periods of sick leave, temporary disability, approved leave of absence and vacation time but excluded are valid periods of suspension.

ARTICLE VII
VACATIONS

SECTION 1

Earned Vacations:

Officers shall be entitled to vacations based upon the length of time employed with the City as hereinafter provided.

Number of Days:

Officers who have been employed from:

- 0 to 1 year pro rata up to 10 days
- 1 to 5 years 10 days
- 6 to 10 years 15 days
- 11 to 15 years 20 days
- 16 to 20 years 20 days plus one (1) day
for each years service
over 15 years to 20
years, not to exceed 25
days.

SECTION 2

Any officer who is entitled to vacation shall, at his or her option, be allowed to take said vacation in consecutive weeks and/or days provided it does not unreasonably interfere with Departmental operations and provided further that the Police Chief grants approval, which approval shall not be unreasonably withheld. Said vacation may be taken at any time during the calendar year.

SECTION 3

In general, and unless operational needs of the Department

dictate to the contrary, vacation selection shall occur on the basis of seniority as previously defined in this Agreement. All vacation time may be delayed to a time based on operational needs of the Department as identified by the Chief of Police.

ARTICLE VIII
HOLIDAYS

SECTION 1

Each Police Officer of the City of Woodbury shall be granted pay for 13 holidays a year. Pay for holidays shall be made pursuant to a schedule established by the Employer and shall be in lieu of time off (said schedule is attached herewith as Appendix A). The Employer agrees to distribute actual holidays worked in as equitable a manner as is reasonably based on operational requirements of the Department.

SECTION 2

In the event any other holiday or holidays is given to the City employees as a group then each member of the negotiating unit shall receive one (1) day's base salary for each of such additional holidays, which payment shall be in lieu of the time off.

ARTICLE IX
SICK LEAVES AND LEAVES OF ABSENCE

SECTION 1

Time Off With Pay: Time off with pay shall be granted to an employee properly presenting such request to his or her supervisor, for the following reasons:

(a) In case of death in the immediate family of an employee - The City will pay for three (3) days of time off (working days) up to and including the day of the funeral,

provided the employee is required to assist in the arrangements for and personally attends the funeral. The "immediate family" shall be defined as follows:

1. Employee's spouse.
2. Employee's children.
3. Employee's parents or foster parents.
4. Parents of Employee's spouse.
5. Employee's brother or sister or spouse's brother or sister.
6. Employee's grandparents or grandchildren.

(b) In the event of death of an aunt or uncle a member shall be entitled to one (1) full day with pay to attend the funeral.

(c) A request for time off for any reason not covered by these regulations shall be made to the department head and it shall be his responsibility to approve or reject the request. If such a request is granted it shall be so noted on the employee's record.

SECTION 2

Temporary Illness Schedule: The purpose of this schedule is to provide sick benefits to permanent employees while temporarily disabled by illness or accident. Such illness or accident need not be work related.

Benefits are provided according to years of service.

<u>At Least</u>	<u>Less Than</u>	<u>Full Salary</u>	<u>One-Half Salary</u>	<u>Total Weekly Coverage</u>
1 Year	2 Years	4 Weeks	2 Weeks	6 Weeks
2 Years	3 "	4 "	7 "	11 "
3 "	4 "	4 "	12 "	16 "
4 "	5 "	4 "	17 "	21 "
5 "	6 "	8 "	18 "	26 "

6 "	7 "	8 "	23 "	31 "
7 "	8 "	8 "	28 "	36 "
8 "	9 "	8 "	33 "	41 "
9 "	10 "	12 "	34 "	46 "
10 "	15 "	12 "	40 "	52 "
15 "	20 "	14 "	38 "	52 "
20 "	25 "	16 "	36 "	52 "
25 "	30 "	18 "	34 "	52 "
30 "	and over	20 "	32 "	52 "

(a) To become eligible for benefits under this schedule an employee must have completed one (1) year of continuous and exclusive service with the City from the date of his or her employment.

(b) "Sick Leave" is defined as absence from duty of an employee because of personal illness or injury by reason of which such employee is thereby unable to perform the usual duties of his or her assigned position; exposure to contagious disease, a short period of emergency attendance upon a member of his or her immediate family critically ill and requiring the presence of such employee. For the purpose of this section, members of "immediate family" are those members of family living in employee's home. Sick leave shall not be interpreted as including an extended period when the employee serves as a nurse or housekeeper during a protracted illness of a member of the family. Sick leave for a period greater than one (1) day shall be verified by a statement from the attending physician. An employee who does not expect to report for work because of personal

illness or for any other reason, shall notify his or her immediate superior, or some other authorized person in his or her particular employment unit by telephone or personal message at the beginning hour of work for his or her position, or immediately thereafter.

(c) No benefits will be paid hourly employees for the first scheduled working day of any period of absence.

(d) It shall be understood that the City will pay the full salary of the employee for such period of time as the employee shall be eligible for temporary illness payments. Therefore, the employee shall be obligated to immediately upon receipt and in no event in more than forty-eight (48) hours, turn over to the City any amounts received in Workmens Compensation payments. Failure to turn over such payments properly endorsed to the City shall constitute a basis for disciplinary action up to and including suspension without pay and/or discharge. Whenever the attending physician, or a physician designated by the City, shall report in writing that an employee is fit for duty, such employee shall forthwith report for duty. If the employee does not report for duty, he or she shall be subject to dismissal upon proper notification by his or her supervisor or the City Clerk.

(e) In the event that an employee is engaged in part-time outside work for personal gain, the City shall have no liability nor obligation for any sickness or injury incurred in such outside work. Furthermore, no benefits shall be paid for illness or accident occurring while an employee is absent from work while engaged in any commercial or occupational work not directly connected with his or her employment.

(f) An employee requalifies for full benefits after a period of thirteen (13) weeks of active service.

SECTION 3

Military Leave:

(a) An employee who is a member of the National Guard or Naval Militia or of the Military or Naval Forces of the United States and is required to engage in field training therein shall be granted a leave of absence with pay for the period of such field training. This leave shall be in addition to the annual vacation leave. The City shall pay the difference between military pay and the employee's regular pay.

(b) If an employee, according to his personal family status, is subject to military duty by call of the U.S. Government, under the Selective Service Act, all rights and privileges of such employee, as established by the U.S. Government, shall be recognized and complied with by the City of Woodbury.

SECTION 4

Leave of Absence Without Pay:

(a) A permanent employee who desires to engage in a course of study such as will increase his or her usefulness to the City and desires to secure leave from his or her regular duties, with the approval of the Mayor and City Council, may be granted a special leave of absence, for a period not to exceed six (6) months. An extension of such leave may be granted by the Mayor and City Council for such a period as may be determined by them to be in the best interests of the City of Woodbury.

(b) An employee who is absent from work without official permission or fails to notify his or her immediate supervisor or

the City Clerk, that he or she will not report to work that day, shall be subject to appropriate disciplinary action and loss of pay.

SECTION 5

Personal Leave:

(a) Each officer shall be given two nonaccumulative personal days provided they do not unreasonably interfere with the Department's operations and provided further that the Police Chief grants approval. Such approval shall not be unreasonably withheld. In situations where the Police Chief in his judgment cannot grant the number of personal leave requests, seniority shall prevail for those days granted.

(b) Requests for a personal day shall be requested in writing on the form provided and delivered to the Police Chief at least five (5) days prior to the day requested.

ARTICLE X
CLOTHING

SECTION 1

The Employer shall supply all officers with the uniforms and equipment, including foul weather gear, at the expense of the Employer, as determined to be necessary by the Chief of Police and Mayor and Council, which determination shall be final.

SECTION 2

If any part of an officer's uniform, watch or glasses is destroyed or damaged in the line of duty, it shall be the responsibility of the Employer to replace same upon approval of the Police Chief, which approval shall not be unreasonably withheld. Repair or replacement of personal effects shall be limited to

watches and glasses whose replacement cost does not exceed \$100.00. The Employer reserves the option to provide watches as part of the basic uniform requirements of all personnel, and further reserves the right to direct where repairs and/or replacement of the items damaged shall occur.

ARTICLE XI
INSURANCE

SECTION 1

Blue Cross and Blue Shield:

(a) The City agrees to provide and pay for the premium for Blue Cross and Blue Shield coverage, including Rider J, also to provide and pay for Major Medical coverage with the New Jersey State Health Plan for all members of the negotiating unit and their eligible dependents.

(b) Upon retirement, the City agrees to provide and pay for Blue Cross and Blue Shield coverage, Rider J and Major Medical (or whatever insurance coverage is being provided) for the member or members with spouse where appropriate provided the member has completed twenty-five (25) years of service or has retired on recognized disability after ten (10) years of service. If the employee is reemployed after retirement from the City, coverage shall cease unless the new employer does not provide equivalent coverage.

(c) The City agrees to abide by any amendment to Chapter 88 respecting allowance of paid medical benefits.

SECTION 2

Annual Physical Examination:

The City agrees to provide and pay for a complete physical

examination of each member of the negotiating unit each year. Said examination to be performed as near as possible to the member's appointment date.

SECTION 3

The City shall continue in force the malpractice insurance policy for the term of this Agreement.

SECTION 4

In the year 1987, the City shall provide a mutually agreeable dental plan to be agreed upon on or before September 1986. In the event the parties do not agree upon a plan, this agreement shall be permitted to be reopened for the sole and limited purpose of selecting a dental plan.

ARTICLE XII
PENSION

SECTION 1

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to requirements imposed by statutes and laws of the State of New Jersey.

ARTICLE XIII
MODIFICATION OF WORK RULES

SECTION 1

Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Association representative before they are established.

ARTICLE XIV
COLLECTIVE NEGOTIATIONS PROCEDURE

SECTION 1

Collective negotiations, with respect to terms and conditions of employment, shall be conducted by the authorized

representative of the parties. However, it is clearly understood by the parties that all agreements reached by such representatives are tentative in nature and subject to ratification and/or approval of the governing bodies of the Employer and the Employees. In the event it is necessary to notify either party of this Agreement, with regard to collective negotiations on this Agreement, such notification shall be sent to the Mayor or such other designee as he may indicate, and the Association's representative, or such other designee as they may indicate, at the address on file with the Municipal Clerk of the City of Woodbury.

SECTION 2

Collective negotiations shall be held at times and places mutually convenient to the parties.

ARTICLE XV CONVENTION

SECTION 1

The Employer agrees to grant the necessary time off without loss of pay to the member of the PBA selected by the members of the PBA and/or Fraternal Order of Police as delegates to attend State or National convention of the New Jersey Policemen's Benevolent Association or State or National convention of the Fraternal Order of Police, as required by New Jersey Statutes.

ARTICLE XVI ACTIONS AGAINST POLICEPERSONS

SECTION 1

Whenever any action is brought against any employees covered by this Agreement for any act or omission directly or indirectly arising out of and in the course of his or her employment, the Employer shall protect and defend such employee to the extent re-

quired by the laws of New Jersey.

ARTICLE XVII
EXTRA CONTRACT AGREEMENTS

SECTION 1

The Employer agrees that in the event of conflict between the Agreement and any other agreement, rule or regulation of the City, the provisions of this Agreement shall be controlling to the extent permitted by law. It is further agreed that for the duration of this Agreement, the Employer agrees not to negotiate the terms and conditions of employment of members of this negotiating unit with other than the designated representative indicated herein.

ARTICLE XVIII
SAVING CLAUSE

SECTION 1

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX
ENTIRETY OF AGREEMENT

SECTION 1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations. They, therefore, each voluntarily and without qualifications waive the right for the life of this Agreement to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, except as provided in Article XIII.

This contract represents the entire Agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, terms and conditions of the employees covered hereby.

SECTION 2

Modification of Agreement:

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XX
DUES DEDUCTION

SECTION 1

The Employer agrees that, upon receipt of an appropriate authorization card, he will deduct such regular dues as indicated by the employee for membership in the Association. It should be clearly understood that employees must authorize such deductions and that such is a voluntary authorization. It is understood

that the employee may withdraw such authorization pursuant to New Jersey law.

Deductions made on behalf of the Employee Group shall be transmitted to the Association Treasurer pursuant to a schedule mutually established by the parties.

ARTICLE XXI
ASSOCIATION/MANAGEMENT COMMITTEES

SECTION 1

In order to encourage a more efficient Department, the Mayor, the Chief of Police and three (3) Association representatives shall meet at least once every three (3) months. The intent of these meetings shall be to provide a continuing dialogue between the Employer and employee representatives in order that the aforementioned goal may be realized.

SECTION 2

An authorized representative shall be permitted to visit Police headquarters, the office of the Chief of Police, or the office of the Mayor for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably and shall in general occur when the person is off duty and such meetings can be mutually scheduled by the parties.

ARTICLE XXII
WORK WEEK AND WORK YEAR

SECTION 1

Except as operational needs dictate, there shall be no change in an employee's work schedule without prior written notice to the employee. Every reasonable effort will be made to give 48 hours notice before the actual change but in no event

shall the notice be less than 24 hours unless carrying forth the mission of the Department requires less than the notice provision set forth herein.

SECTION 2

Overtime:

Overtime shall be paid to any member of the negotiating unit, who is required, directed or authorized to work for any period in excess of forty (40) hours in any one week. Such overtime pay shall be at the rate of time-and-one-half his or her regular rate of pay for all such overtime, provided the employee has first worked a full forty (40) hours and shall be paid on the next following pay day.

Overtime shall be paid for work performed beyond forty (40) hours except under the following special circumstances:

1. Court time (Municipal Court)
2. Employees attendance at police schools or seminars at their own request.
3. Any police related activities that an employee volunteers or work such as sports, bank duty, dances, etc.
4. Detectives (as provided for in Section 8 of this Article).
5. Department Meetings
6. Staff Meetings - Chief, Lts., Sgts.
7. Programs for organizations including demonstrations by volunteers.
8. Assignment to special investigation by volunteers.

In so far, as possible, based on the operational requirements of the Department, the Chief of Police shall provide for a fair and equal system of overtime allocation. However, in the event of operational necessity, as determined by the Chief of Police, employees covered by this Agreement shall accept overtime assignments.

SECTION 3

In determining overtime, the first fifteen (15) minutes shall not be considered; however, if an employee works more than fifteen (15) minutes he or she shall then be paid from the beginning point and any part of the first hour shall be paid as though the employee had worked a full hour. Time beyond one hour shall be paid on the basis of fifteen (15) minute intervals, and any fraction of a fifteen (15) minute interval shall be paid as a full fifteen (15) minute interval.

SECTION 4

Call-Back Time:

If a member is called to duty on his or her day off at a time which is not contiguous to his or her regular work shift, he or she shall be guaranteed a minimum of two (2) hours pay; however, a member may be called in early for his or her shift or kept after his or her regular work shift without the two-hour guarantee applying.

SECTION 5

Work Week:

The normal work week shall be forty (40) hours. The City reserves the right to assign overtime as necessary.

SECTION 6

Work Year:

Except for vacation time permitted by the contract and/or sick time, employees will normally be expected to work fifty-two (52) forty-hour weeks as their regular work year. Holiday time is paid in lieu of time off, which results in the conditions set forth herein.

SECTION 7

Meals:

Members shall receive a thirty (30) minute meal period during the normal tour of duty, and such period shall be considered as part of the work day. Members shall also receive two (2) 15-minute coffee breaks in the work day in accordance with the schedule established by the Chief of Police.

SECTION 8

Detectives:

A detective shall receive compensatory time off for call backs where such detective is brought back to work after completing his shift or on his day off up to ten (10) hours worked in any pay period. Thereafter, he shall be compensated at time-and-one-half for the additional hours worked.

SECTION 9

Municipal Court Time:

Court time shall be paid as straight time but shall not be used to calculate eligibility for overtime.

ARTICLE XXIII
EXCHANGE OF DAYS OFF

SECTION 1

Employees of the Department may request that the Chief permits exchange of hours, duties or day off. Requests of this nature shall be handled on the basis of rules and regulations which apply to all members of the Department. Based on operational needs, the Chief may affirm or deny such requests and his decision pertaining to this matter shall not be subject for review under the arbitration provisions of this contract. The provisions of this Article shall be applied in an equitable manner.

ARTICLE XXIV
PROBATIONARY PERIOD

SECTION 1

New members of the Department shall serve a probationary period of one (1) year. The probationary period will start at the new member's completion of the police training commission certification. From date of hire they shall be paid at the first level of the salary guide set forth herein.

ARTICLE XXV
SALARIES

SECTION 1

Salaries (January 1 through December 31):

	<u>1986</u>	<u>1987</u>	<u>1988</u>
Sergeants of Police	28,024.00	29,705.	31,636.
Detective 1st class	28,024.00	29,705.	31,636.
Detective 2nd class	27,269.	28,905.	30,783.
Patrolperson 1st class	26,469.	28,057.	29,880.
Patrolperson 2nd class	24,067.	25,511.	27,169.

Patrolperson 3rd class	20,518.	21,749.	23,163.
Patrolperson 4th class	19,265.	20,421.	21,748.
Police Clerk	19,400.	20,564.	21,900.

*** Detective clothing allowance shall be \$350.00 each year. Such allowance shall be \$450.00 per year commencing 1987.

**** After one year's service as a Patrolperson, Third Class, a person may be advanced to a Patrolperson, Second Class, upon review of the superior officers of the Police Department (Sergeants and Lieutenants) and recommendation by the Chief of Police and approval by the governing body.

**** After one year's service as a Patrolperson, Second Class, a person may be advanced to a Patrolperson, First Class, upon review of the superior officers of the Police Department (Sergeants and Lieutenants) and recommendation by the Chief of Police and approval by the governing body.

SECTION 2

Shift Differential:

A shift differential in addition to the base salary shall be paid to each member of the negotiating unit for shift time actually worked as follows:

4:00 p.m. to 12:00 midnight shift - 30 cents per hour for 1986 and 1987 (to be .35 cents for 1988)

12:00 midnight to 8:00 a.m. shift - 40 cents per hour 1986 and 1987 (to be .50 cents for 1988)

SECTION 3

Sergeants Pay:

If a member is upgraded to Sergeant by the Chief for a period of more than one (1) day, he shall be paid at Sergeants rate after the first day for so long as he serves in that capacity.

ARTICLE XXVI
LONGEVITY

SECTION 1

For the purpose of longevity, the last date of hire with the City shall apply. Longevity pay shall be as follows:

After five (5) years \$170.
After ten (10) years \$250.
After fifteen (15) years \$350.

* The amounts set forth above shall be in addition to the employee's annual salary each year during the appropriate time period.

ARTICLE XXVII
CLOTHING MAINTENANCE ALLOWANCE

SECTION 1

Employees covered by this Agreement shall be given a yearly stipend for the purpose of maintaining their uniforms and personal equipment. (Clothing allowance shall be \$500. per year for the life of the contract)

Police Clerk shall not receive clothing maintenance allowance.

ARTICLE XXVIII
POLICE TRAINING SCHOOLS

SECTION 1

The Chief of Police shall post a notice advising employees of the availability of schools or seminars. The final determination of who shall be authorized to attend such schools and seminars shall be vested in the Chief of Police subject only to review by the Mayor.

SECTION 2

Employees attending police schools and/or seminars which are required by the Chief of Police in order to upgrade the efficiency of the Department shall be reimbursed for actual expenses incurred including meals, tolls and car expenses in accordance with the schedule established herein:

1. Twenty (20) cents per mile for authorized mileage.
2. Actual tolls.
3. Three dollars (\$3.00) for luncheon where not provided as part of the school or seminar.
4. Six dollars (\$6.00) for dinner where not provided as part of the school or seminar.
5. The cost of said seminars, schools or additional training shall be at the expense of the Employer if the employee is required to attend. Employees may attend voluntarily with approval of the Chief of Police. However, the costs of such seminars, schools or additional training shall be at the personal expense of the employee unless alternative arrangements are mutually agreed upon.

ARTICLE XXIX EDUCATIONAL AID

Starting in 1988 financial aid for education costs shall be provided by the City upon satisfactory completion of any job related college accredited courses and submission of proper documentation.

- (a) Costs shall include expenses incurred for tuition, books and course fees.


ARTICLE XXX
DURATION


SECTION 1

This Agreement shall be effective as of January 1, 1986 and shall remain in full force and effect until December 31, 1988. On or after September 1, 1988, either party may serve notice upon the other party of an intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 1988, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.

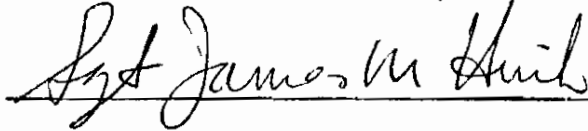
CITY OF WOODBURY

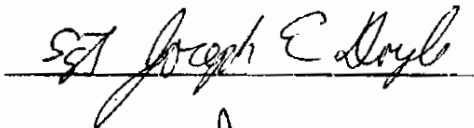

FREDERICK K. BAYER,
City Clerk

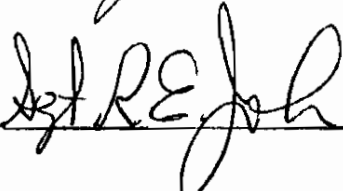

RICHARD L. SKINNER, MAYOR


President
City Council

NEW JERSEY STATE POLICEMEN'S
BENEVOLENT ASSOCIATION, LOCAL #122


Sgt James M. Smith


Sgt Joseph E. Doyle


Sgt R.E. Johnson

APPENDIX A
HOLIDAYS

New Year's Day
Martin Luther King Day
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas

