

3-0265

AGREEMENT

BETWEEN

Woodbridge Township et al
TOWNSHIP OF WOODBRIDGE

AND

WOODBIDGE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #38

X January 1, 1986 through December 31, 1987

MURRAY & GRANELLO, ESQS
25 Sycamore Avenue
Little Silver, NJ 07739
(201) 747-2300

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	AGREEMENT -----	1
I	RECOGNITION-----	2
II	MANAGEMENT RIGHTS-----	3
III	GRIEVANCE PROCEDURE-----	5
IV	PBA MEETINGS-----	10
V	SALARIES-----	11
VI	PAYMENT OF INCREMENTS-----	12
VII	LONGEVITY-----	13
VIII	OVERTIME AND PER DIEM-----	14
IX	HOLIDAYS-----	15
X	SPECIAL HOLIDAYS-----	16
XI	VACATIONS-----	17
XII	INSURANCE BENEFITS-----	18
XIII	HEALTH AND WELFARE-----	20
XIV	UNIFORM ALLOWANCE-----	21
XV	MILEAGE ALLOWANCE-----	22
XVI	FUNERAL LEAVE-----	23
XVII	SICK LEAVE-----	24
XVIII	WORK SCHEDULES-----	26
XIX	LEGAL AID-----	27
XX	ESTATE BENEFITS-----	28
XXI	VACANCIES-----	29
XXII	RETENTION OF BENEFITS-----	30
XXIII	NON-DISCRIMINATION-----	31

<u>ARTICLE</u>		<u>PAGE</u>
XXIV	TWO-MAN RADIO PATROL-----	32
XXV	BILL OF RIGHTS-----	33
XXVI	TRAFFIC POST-----	37
XXVII	STAND-BY AND CALL-IN POLICY-----	38
XXVIII	CPR TRAINING-----	39
XXIX	FIRST AID EQUIPMENT IN PATROL CARS-----	40
XXX	GROOMING STANDARDS-----	41
XXXI	ATTENDANCE AT SPECIALTY SCHOOLS-----	42
XXXII	TUITION REIMBURSEMENT-----	43
XXXIII	RANK DIFFERENTIAL-----	44
XXXIV	DETECTIVE PAY-----	45
XXXV	TRAINING TIME-----	46
XXXVI	COURT TIME-----	47
XXXVII	REPRESENTATION FEE IN LIEU OF DUES-----	48
XXXVIII	FULLY BARGAINED AGREEMENT-----	52
XXXIX	SAVINGS CLAUSE-----	53
XXXX	SCHEDULING ORDER-----	54
XXXXI	DURATION-----	58
	SCHEDULE "A"	
	SCHEDULE "B"	

AGREEMENT

THIS AGREEMENT, made this day of , 1986,
between the Mayor and Council of the Township of Woodbridge,
hereinafter referred to as the "Township", and the New Jersey
State Policemen's Benevolent Association, Woodbridge Local No. 38,
hereinafter referred to as the "Association."

WITNESSETH,

WHEREAS, the parties have carried on collective 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 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

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

ARTICLE II
MANAGEMENT RIGHTS

A. Except as specified in this Agreement, the Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

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

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

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

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

5. It is the Chief's prerogative to direct vacation selections, fill minimum manning vacancies and reassign and transfer temporarily in emergency situations.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States and Ordinances of the Township of Woodbridge.

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

ARTICLE III
GRIEVANCE PROCEDURE

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

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

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

2. With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by State

Statute or State administrative regulation, and which terms and conditions are not expressly set forth in this Agreement shall not be processed beyond Step One herein.

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

STEP ONE:

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

STEP TWO:

If no agreement can be reached orally within five (5) calendar days of the initial discussion with the Chief of Police, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the Chief of Police or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the

preceding oral discussion, the applicable Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

STEP THREE:

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

At any time when the positions of Director of Police and Chief of Police are held by the same person, the third step of the Grievance Procedure shall not be utilized. The time limits governing the time between the second step and fourth step shall be five (5) days.

STEP FOUR:

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

respond, in writing, to the grievance, within twenty (20) calendar days of the submission.

STEP FIVE:

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

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

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

F. Upon prior notice to an authorization of the Director of Police, the designated Association representatives shall be permitted as members of the Grievance Committee, to confer with employees and the Township on specific grievances in accordance with the

grievance procedure set forth herein during work hours of employees, without loss of pay, provide the conduct of said business does not diminish the effectiveness of the Township Police Department or require the recall of off-duty employees.

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

ARTICLE IV

PBA MEETINGS

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

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

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

ARTICLE V

SALARIES

Effective January 1, 1986, there shall be a five percent (5%) salary increase. The salary schedule for all officers recognized as being represented by the Association shall be set forth in Schedule "A" which is attached hereto and made a part hereof.

Effective January 1, 1987, there shall be an eight percent (8%) salary increase. The salary schedule for all officers recognized as being represented by the Association shall be set forth in Schedule "B" which is attached hereto and made a part hereof.

ARTICLE VI

PAYMENT OF INCREMENTS

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

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

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

ARTICLE VII

LONGEVITY

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

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

4% after 10 and through 14 years of service;

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

7% after 20 and through 25 years of service;

8 1/2% after 25 years of service.

ARTICLE VIII

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 that amount by the officer's regularly scheduled hours per year.

For the purpose of this Section a patrolman's scheduled hours in one (1) year are 1,892 (10.4 hours per day times 182 days).

Overtime is triggered by any time worked after 10.4 hours per day for the members of the patrol division.

For the purposes of this Section, day personnel employees' regularly scheduled hours in one calendar year are 1,924 (9.25 hours per day times 208 days).

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 administrative proceeding in a criminal case within three (3) hours of concluding his shift, he 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 still shall be paid for said waiting time.

ARTICLE IX

HOLIDAYS

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

A. All officers shall receive eight (8) paid holidays annually which shall be compensated by the payment, in a lump sum amount, to each officer, payable prior to the Christmas week holidays.

B. In addition, each member shall enjoy seven (7) 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.

ARTICLE X

SPECIAL HOLIDAYS

A. The Township agrees to grant one (1) day off in lieu of any special commemorative holiday that may be proclaimed by the President of the United States and/or the Congress of the United States and/or the Governor of the State of New Jersey.

B. Should the Mayor of the Township of Woodbridge declare a commemorative holiday, then the Police Department shall be entitled to credit for that day off.

ARTICLE XI

VACATIONS

A. Vacations will be as follows:

Start to completion of three years - 10 working days;

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

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

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

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

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

ARTICLE XII

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 police officers.
2. all officers who retire during the life of this Agreement.
3. all retired officers currently receiving benefit.

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

B. The Township agrees to continue the present hospitalization coverage as implemented on May 1, 1979. The Township shall pay the full premium for this coverage for the member and dependents.

C. 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 Township, or with an eligible disability.

Retirees who retire with less than twenty-five (25) years of service with the Township, but more than twenty (20) years of service with the Township, shall be eligible to purchase the Township's Health Insurance package at the prevailing rate.

D. The Township agrees to continue to provide dental insurance coverage for the employee and his dependents. The Township

agrees to provide an 80-20 co-insurance plan at usual and customary dental fees as per the Memorandum of Agreement signed by the parties dated October 11, 1979, for the employee and his dependents or in accordance with the present Township dental insurance plan at the election of the Association. The Association's decision shall be final.

E. Effective January 1, 1980, the Township agrees to provide a \$2.00 co-pay prescription plan for the employee and his dependents.

F. Effective January 1, 1980, the Township agrees to provide optical insurance coverage for the employee and his dependents.

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

H. A joint committee consisting of representatives of the PBA and the Township shall be established to investigate any health benefit bill not paid within sixty (60) days of submission for payment. Both the 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 therefor.

I. All employees shall be provided with prescription plan identification cards which cards shall indicate that the employee is only required to pay \$2.00 towards said prescription; the remaining bill to be submitted to the Township for payment.

ARTICLE XIII

HEALTH AND WELFARE

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

ARTICLE XIV

UNIFORM ALLOWANCE

A. The Township agrees to provide each officer the amount of \$650.00 annually for uniform allowance.

B. The uniform maintenance allowance provided for in Section A. of this Article shall be paid in two equal payments. The first payment shall be on or before May 31 of each year and shall be in the amount of \$325.00. The second payment shall be on or before September 30 of each year and shall be in the amount of \$325.00.

ARTICLE XVI

FUNERAL LEAVE

A. An employee shall be granted four (4) working days off which includes 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, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any step-relative of a similar degree residing in the employee's household.

B. An employee shall be granted one (1) working day leave of absence without loss of pay in case of death of a relative not enumerated in Section A for the purpose of attending the funeral. Such leave is subject to the approval of the Chief of Police.

C. An employee may also be granted a reasonable time off without pay for the purpose of travel time if the funeral is out of state. Such time off is subject to the approval of the Chief of Police.

D. Additional days off may be granted at the sole discretion of the Chief of Police.

ARTICLE XVII

SICK LEAVE

A. Each employee shall receive a total of fifteen (15) days sick leave per year and said leave days shall accumulate throughout the employee's period of employment. At the time said employee terminates his 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 Twelve Thousand (\$12,000.00) Dollars.

B. If an employee sustains a major injury, sickness or disability which is related to his employment, then he shall be entitled to full salary during the period of one (1) year from the date of said disability or injury or sickness and there shall be no use of accumulated sick time. For all periods after one (1) year, accumulated sick time must be utilized. Furthermore, all compensation checks received for said major injury, sickness or disability must be returned to the Township.

C. If an employee suffers a major disability or injury in a non-job related incident or accident, then said employee shall be entitled to thirty (30) working days at full salary. If the employee is unable to return after thirty (30) working days, he must then use his 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.

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

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

ARTICLE XVIII

WORK SCHEDULES

A. The work schedules shall continue as per current practice.

B. Moonlighting - all men cannot work on their non-police jobs at least eight (8) hours prior to start of shift. This applies to all men including detectives.

ARTICLE XIX

LEGAL AID

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

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

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

ARTICLE XX

ESTATE BENEFITS

A. All hospitalization and major medical insurance coverage shall be continued for widows and dependents of officers killed in the line of duty. Upon remarriage, the widow shall no longer be entitled to such coverage. Upon reaching the age of majority or upon adoption by the stepfather if the widow remarries, dependents shall not longer be entitled to such coverage.

B. Widow's 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, eye-glass and prescription coverage.

ARTICLE XXI

VACANCIES

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

ARTICLE XXII

RETENTION OF BENEFITS

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

B. Except as otherwise provided herein, all rights 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 XXIII

NON-DISCRIMINATION

A. The Township and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Township and the Association agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organizations or to refrain from any such activity. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XXIV

TWO-MAN RADIO PATROL

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

ARTICLE XXV
BILL OF RIGHTS

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

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

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

2. The interrogation shall preferably take place either at the office of the command of the investigation officer or at the office of the local precinct or police unit at which the incident allegedly occurred, unless otherwise waived by the law enforcement officer.

3. Upon interrogation, the law enforcement officer shall be informed of the name, rank and command of the officer in

charge of the investigating, 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 be duly sworn to before an official authorized to administer oaths.

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 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 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 shall be completely informed of all his rights prior to the commencement of the interrogation.

10. At the request of the law enforcement officer under interrogation, he shall have the right to be represented by counsel or any other responsible representative of his 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 property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his 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 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 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.

ARTICLE XXVI

TRAFFIC POST

A. The Township agrees that no officer shall be assigned to a traffic post for periods in excess of two (2) consecutive hours, except in case of emergency. There shall be a minimum of one (1) hour break between traffic assignments, except in case of emergency. In cases of extreme weather conditions, traffic posts shall be limited to one (1) hour, except in case of emergency.

B. Traffic dismount provisions in contract do not apply to ride and walk patrols. Traffic dismount will be left to the sole discretion of the shift commander.

ARTICLE XXVII

STAND-BY AND CALL-IN POLICY

A. 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 XXVIII

CPR TRAINING

A. All police officers shall attend, once every three years, a four-hour CPR recertification class.

ARTICLE XXIX

FIRST AID EQUIPMENT IN PATROL CARS

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

Kennedy Tool Box

- (6) eye pads
 - (10) hemorrhage pads
 - (6) cravat bandages
 - (2) rolls adhesive tape
 - (3) improved roller bandage 4"
 - (3) improved roller bandage 2"
 - (1) box assorted band aids
 - (1) box anticeptic pads
 - (3) disposable blankets
 - (1) Ambu bag
- Rope (100' of Poly Plus)
- Entrenching Tool (Army Surplus)

ARTICLE XXX

GROOMING STANDARDS

A. HAIR

1. Hair shall be evenly trimmed at all times while on duty. The maximum extension of the hair outward from the top of the head will be 2 1/2 inches.

2. The maximum extension from the sides of the head shall be 2 1/2 inches provided that the hair shall be gradually tapered such that it does not protrude outwardly beyond the top (upper helix) of the ear and such that it otherwise gives an overall even appearance.

B. MUSTACHE

1. The extent of growth shall be limited to 1/2 inch beyond the corner of the mouth.

2. The thickness shall be 1/2 inch in depth and not appear bushy.

C. CAPS

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

ARTICLE XXXI

ATTENDANCE AT SPECIALTY SCHOOLS

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

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

ARTICLE XXXII

TUITION REIMBURSEMENT

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

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

ARTICLE XXXIII

RANK DIFFERENTIAL

A. In the first year of this Agreement, rank differential for Superior Officers shall be raised to 9.0%. This includes the following increases:

1. Sergeant	1.0%
2. Lieutenant	1.6%
3. Captain	2.1%

B. In the second year of this Agreement, rank differential for Superior Officers shall be raised to 10.0%. This includes the following increases:

1. Sergeant	1.0%
2. Lieutenant	1.0%
3. Captain	1.0%

ARTICLE XXXIV

DETECTIVE PAY

A. First Class Detectives shall receive \$900.00 additional pay.

B. Second Class Detectives shall receive \$750.00 additional pay.

C. Third Class Detectives shall receive \$500.00 additional pay.

D. Members of the Tactical Squad are to receive \$200.00 additional pay for expenses, to be paid in quarterly installments.

E. No police officer shall receive detective pay or benefits until that police officer is officially appointed as a detective. In order for a police officer to receive detective pay and benefits, he must continue to function as a detective in the detective division, except as otherwise noted herein. The exceptions to the aforesaid apply to captains and any other officers other than detectives currently receiving detective's pay or expenses. The Township is to supply a list of those individuals receiving detective's pay and benefits. It is expressly understood that the PBA has the right to verify with the Township through whatever payroll records and police vouchers the Township has the names of all individuals receiving detective's pay and benefits.

ARTICLE XXXV

TRAINING TIME

A. Steady day men 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 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 XXXVI

COURT TIME

The Township will provide compensatory time off at the rate of one and one-half hours for each hour of overtime worked in attending municipal courts.

One and one-half (1 1/2) time payment for all time spent in County and State courts.

No change in the manner of paying travel time.

ARTICLE XXXVII

REPRESENTATION FEE IN LIEU OF DUES

A. PURPOSE OF FEE

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

B. AMOUNT OF FEE

1. Notification

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

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the PBA as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the PBA to its

own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the PBA will submit to the Town a list of those employees who have not become members of the PBA for the then current membership year. The Town 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 PBA.

2. Payroll Deduction Schedule

The Town 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) 10 days after the receipt of the aforesaid list by the Town; or

(b) 20 days after the employee begins his or her employment in a bargaining unit position, unless the employee pre-

viously served in a bargaining unit position and continued in the employ of the Town in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 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 Town before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Town will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

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

5. Changes

The PBA will notify the Town, 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 10 days after the Town received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Town will submit to the PBA, a list of all employees who began their employment in a bargaining unit position during the preceding thirty day period. The list will include names, job titles and date of employment for all such employees.

D. The PBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share", if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the employee to the Review Board established for such purposes by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

ARTICLE XXXVIII

FULLY BARGAINED AGREEMENT

A. 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 XXXIX

SAVINGS CLAUSE

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

ARTICLE XXXX

GENERAL ORDER REGARDING SCHEDULING #116

Dated: September 5, 1986

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 P.B.A. Local 38 and the Township of Woodbridge.

MANNING and SHIFT SELECTION

The number of men 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, following the year of adoption of the steady shift, on October 1, each member will be given the right to bid on a new shift or remain on the same shift. Shift selection will begin on October 1 and finalize on October 30th of that year and be posted prior to vacation selection. Shift selection will be based on current departmental seniority list. New shift selections will begin on January 1 of the following 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 October 1. 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 16 calendar day period, with one 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 calendar year or more, which occur after finalization of the yearly seniority bid selections will be advertised and bidden as described.

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

mental 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 P.B.A. Local 38 and the Township of Woodbridge.

TEMPORARY ASSIGNMENTS

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

Any Detective who voluntarily transfers from the Detective Bureau to Patrol Division should do so in conjunction with an advertised vacancy as described in previous paragraphs or in conjunction with October 1 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 selection with no transfers of any member already on that shift.

ARTICLE XXXXI

DURATION

This Agreement shall become effective as of January 1, 1986 and shall terminate the later of December 31, 1987 or the date on which a successor Agreement is executed by the parties. Collective negotiations for a successor Agreement shall be conducted in accordance with the applicable New Jersey statutes and rules and regulations of the Public Employment Relations Commission.

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

TOWNSHIP OF WOODBRIDGE

ATTEST:

Joseph V. Valenti

Philip M. Cerria
Mayor

NEW JERSEY PBA WOODBRIDGE LOCAL #38

ATTEST:

Thomas Leary

John P. Schreck
President