

13-0265
THIS DOES NOT
CIRCULATE

12-25
OK. 11/4/77
Middletown

RUTGERS UNIVERSITY
MAY 6 1979
LIBRARY
Institute of Management and
Labor Relations

AGREEMENT
BETWEEN
TOWNSHIP OF WOODBRIDGE
AND
WOODBRIDGE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL #38

JANUARY 1, 1977 - DECEMBER 31, 1977

Ratified - 11/4/77

THIS DOES NOT
CIRCULATE

AGREEMENT

THIS AGREEMENT, made this 4th day of November, 1977 between the Mayor and Council of the Township of Woodbridge, hereinafter referred to as the "TOWNSHIP," or "EMPLOYER," and New Jersey State Policemen's Benevolent Association, Woodbridge Local No. 38, hereinafter referred to as the "P.B.A.,"

WITNESSETH,

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

ARTICLE III

GRIEVANCE PROCEDURE

Section 1.

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the interpretation or application of this Agreement, the following procedure shall be followed:

Step 1.

All grievances shall be submitted in writing to the Deputy Chief or Chief for his review and discussion. Thereafter, said Chief or Deputy Chief shall determine the matter within a reasonable length of time, not to exceed 30 calendar days.

Step 2.

If the grievance is unresolved at Step 1, the grievant has the right to submit his grievance to the Director of Police. Within 5 calendar days of the receipt of the written decision of the Chief or Deputy Chief, the Director shall make a final review and determination on the Woodbridge Township Police Department level.

Step 3.

The grievance shall be processed in conformity with Section 14.7 (b) of the Woodbridge Township Administrative Code. A copy is attached to the original of this Contract and shall be considered as incorporated herein by reference.

Step 4.

In the event that the aggrieved person is not satisfied with the final administrative decision, the P.B.A. has 15 calendar days in which to request arbitration.

A. The Arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey State Board of Mediation.

B. The Arbitrator's decision shall be in writing and shall be issued not later than thirty (30) calendar days after the close of the Arbitration Hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issue or issues submitted.

C. The Arbitrator's decision shall be final and binding.

D. The costs for the services of the Arbitrator shall be borne equally by the Township and the P.B.A. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

Section 2.

The time limit specified in the grievance procedure shall be construed as maximum and may be extended by mutual written consent.

Section 3.

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

ARTICLE IV

SALARIES

Effective January 1, 1977, the salary schedule for all officers recognized as being represented by the P.B.A. shall be as set forth in Schedule A, which is attached hereto and made a part hereof.

ARTICLE V

LONGEVITY

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

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

ARTICLE VI

RETENTION OF BENEFITS

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

Except as otherwise provided herein, all rights, privileges and benefits which the members of the Department have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the Employer during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

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

ARTICLE VII

LEGAL AID

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

ARTICLE VIII

DISCRIMINATION OR COERCION

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

ARTICLE IX

SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation, or court decision causes invalidation of any article or section of this Agreement, all other articles and

sections not so invalidated shall remain in full force and effect, and the parties shall renegotiate concerning any such invalidated provisions.

ARTICLE X

UNIFORM ALLOWANCE

Section 1.

The Employer agrees to provide each officer the amount of \$225 annually for uniform allowance. This program shall be administered under the supervision and direction of the Director of Police and shall be a benefit enjoyed by all members of the Department.

Section 2.

Each member of the Department shall be paid annually the sum of \$175 for uniform maintenance in addition to the sum provided for in Section 1. aforementioned.

ARTICLE XI

HOLIDAYS

All members of the Department shall receive 8 paid holidays annually which shall be compensated by the payment, in a lump sum amount, to each member of the Department, payable prior to the Christmas week holidays. In addition, each member shall enjoy 6 days off in lieu of holidays. This program shall be administered under the supervision and direction of the Chief of Police and/or the Director of Police. The Director and/or Chief of Police have the right to satisfy the provisions of this clause by March 31, 1977.

Vacations will be as follows:

Start to completion of 3 years - 12 days

Start of 4th year to completion of 9 years - 16 days

Start of 10th year to completion of 14 years - 20 days

Start of 15th year to completion of 19 years - 24 days

Start of 20th year and each year thereafter - 28 days

Each police officer will also be entitled to a 30-day terminal leave. However, said leave must be as the result of retirement.

ARTICLE XII

HEALTH AND WELFARE

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

ARTICLE XIII

SPECIAL HOLIDAYS

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

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 XIV

INSURANCE BENEFITS

Section 1.

The Employer agrees to provide life insurance policy in the amount of \$2,000 for all active and retired members of the Police Department.

Section 2.

All officers covered by this Agreement and their eligible dependents shall be entitled to full coverage of the Blue Cross-Blue Shield hospitalization plan including Rider J and major medical. The Employer shall pay the full premium for this coverage.

Section 3.

The Employer shall provide and pay for the aforementioned Blue Cross-Blue Shield-Rider J-Major Medical benefits for all officers who have retired with 25 years of service with the Employer or with an eligible disability.

ARTICLE XV

OVERTIME PAY

Section 1.

The Employer agrees to pay overtime, at the rate of one and one-half (1-1/2) times an officer's base hourly rate of pay, for all work in excess of the thirty (30) minute period which immediately follows the completion of an eight (8) hour tour of duty, except for off-duty court appearances which shall be compensated in accordance with the provisions of Section 2. hereof.

Section 2.

In the event that an employee is subpoenaed or ordered to appear at any judicial or administrative proceeding as a result of his performance of his duties on his off-duty time, said employee shall receive payment for four (4) hours at his straight-time hourly rate of pay plus four (4) hours "time coming" regardless of the amount of time actually spent in court. There shall be no payment to an employee for time spent in connection with off-duty appearances in municipal court except that "time coming" shall be credited to such employee in accordance with the practice which existed prior to January 1, 1977.

Section 3.

The provisions of Section 2 of this Article XV shall not be construed to include appearances in civil cases, or departmental disciplinary proceedings.

ARTICLE XVI

Section 1.

It is agreed that each employee may be required to attend twelve (12) hours of police training annually without compensation which training shall be conducted immediately prior to or immediately after the completion of a scheduled shift. No employee shall be required to attend training on his day off, "time coming day", holiday, vacation day or immediately prior to or immediately after his midnight shift.

ARTICLE XVI

TWO-MAN RADIO PATROL

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

ARTICLE XVII

INTERNAL INVESTIGATION PROCEDURE

Section 1.

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

Section 2. Purpose

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

Section 3. Mechanics

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

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

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

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

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

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

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

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

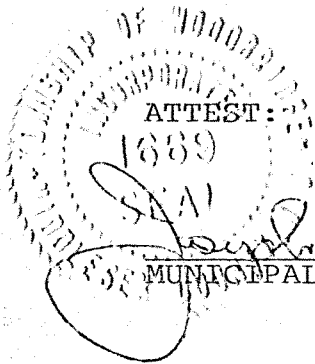
F. It shall be the duty of each officer in the Department to answer questions regarding any matter which is directly and specifically related to the performance of his duties as a police officer, as well as his conduct in the content of the rules, regulations, and orders of the Department.

ARTICLE XVIII

DURATION

This Agreement shall become effective as of January 1, 1977 and shall terminate the later of December 31, 1977 or the date on which a substitute Agreement is executed by the parties. Collective negotiations for a substitute Agreement shall be conducted in accordance with the applicable New Jersey statute and Rules and Regulations of the Public Employment Relations Commission.

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



ATTEST:

Joseph R. Valent
MUNICIPAL CLERK

TOWNSHIP OF WOODBRIDGE

John J. Cassidy
MAYOR

ATTEST:

NEW JERSEY STATE P.B.A.
WOODBRIDGE LOCAL #38

Donald J. Profz - Pres. PBA #38
PRESIDENT

Philip Yacovino

SCHEDULE A

Section 1.

Patrolmen

Starting	\$12,500
3rd Grade	\$13,600
2nd Grade	\$14,700
1st Grade	\$15,760

Sergeant

\$16,900

Lieutenant

\$18,030

Captain

\$19,165

Section 2.

All officers assigned to duties of first grade detectives shall receive an additional \$400 annually in addition to the salary range provided in Section 1. above. Second Grade Detectives shall receive an additional \$300 and Third Grade Detectives shall receive an additional \$200. In addition, each officer assigned to a position as a detective shall receive \$50 quarterly as expense pay.