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A G R E E M E N T

Between:

TOWNSHIP OF WOODBIDGE, *Twp. of*

and

WOODBIDGE POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #38

X JANUARY 1, 1981 -through- DECEMBER 31, 1982

LIBRARY  
Institute of Management and  
Labor Relations

JAN 11 1982

RUTGERS UNIVERSITY

LAW OFFICES:

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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.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and

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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 the 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.

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 Steps One, Two, Three and 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, provided the conduct of said business does not diminish the effectiveness of the

Township Police Department or require the recall of off-duty employees.

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

ARTICLE IV

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, 1981, 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, 1982, 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:

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 VIII

OVERTIME PAY

A. The Township 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 fifteen (15) 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 B hereof. For the first fifteen (15) minutes or any part thereof, the officer shall receive compensable time and after fifteen (15) minutes, the officer shall receive one and one-half (1-1/2) times the officer's regular base rate of pay.

B. 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 day off, said employee shall receive payment for four (4) hours of his straight-time hourly rate of pay plus four (4) hours "time coming" regardless of the amount of time actually spent in Court. Officers will be paid for Court time from the time they sign in at Court until the time they are signed out, plus one (1) hour traveling time. 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, 1978.

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

D. It is further agreed that during the midnight shift, 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.

E. Any other criminal court time, other than municipal court time, not specifically referred to in Sections A, B and D of this Article, shall be paid at one and one-half (1-1/2) times the officer's regular base rate of pay.

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 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 3 years - 13 working days;

Start of 4th year to completion of 9 years - 17 working days;

Start of 10th year to completion of 14 years - 21 working days;

Start of 15th year to completion of 19 years - 25 working days;

Start of 20th year and each year thereafter - 30 working days.

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

ARTICLE XII

INSURANCE BENEFITS

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

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.

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 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 purposes 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 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 \$325 annually for uniform allowance.

B. 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 A.

C. The uniform allowance provided for in Section A of this Article shall be paid in one lump sum on or before May 31 of each year.

D. The uniform maintenance allowance provided for in Section B of this Article shall be paid in one lump sum on or before September 30 of each year.

ARTICLE XV

MILEAGE ALLOWANCE

A. The Township agrees to reimburse employees at the rate of twenty (20¢) cents per mile, in addition to tolls and parking upon presentation of proper receipts, whenever an employee is required to use his own motor vehicle for attendance at Court pursuant to his employment or attendance at a training course required by the Township, exclusive of basic training.

B. Mileage shall be computed from Police Headquarters to the respective Court or school and back.

ARTICLE XVI

FUNERAL LEAVE

A. An employee shall be granted four (4) working days off which includes the day of funeral without loss of pay to attend the funeral of a wife, husband, son, daughter, parent, 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 sick 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.

ARTICLE XVIII

WORK SCHEDULE

The parties agree that Article XVIII, entitled "Work Schedule" has yet to be determined. Although the parties agree that all patrolmen presently working the "4-2" work schedule shall continue to work the "4-2" work schedule, other aspects of the work schedule involving other employees is presently in litigation and has yet to be resolved.

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.



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 step-father if the widow remarries, dependents shall no longer be entitled to such 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, 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 organization 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 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 investigating officer or at the office of the local precinct or police unit at which the incident allegedly occurred, unless otherwise waived by the law enforcement officer.

3. Upon interrogation, the law enforcement officer shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under investigation shall be asked by and through one interrogator as often as possible.

4. No departmental charges shall be preferred against a law enforcement officer unless a complaint 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 any file of the officer unless the officer has 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.

ARTICLE XXVII

STAND-BY DUTY

Captains shall not be required to perform stand-by  
duty.

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 bandaids
- ( 1) box of antiseptic 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.

ARTICLE XXXI

ATTENDANCE AT SPECIALTY SCHOOLS

A. Opportunities for attendance at various service schools, i.e., breathalyser, 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.

The Township shall forthwith establish reasonable standards or requirements and publish same. 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 course or courses for which he is seeking reimbursement.



ARTICLE XXXIII

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 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 nonmembers 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 the 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 deductions will begin with the first paycheck paid:

(a) 10 days after 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 previously 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 fees 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 30 day period. The list will include names, job titles and dates 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 XXXIV

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 covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXV

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 XXXVI

DURATION

This Agreement shall become effective as of January 1, 1981 and shall terminate the later of December 31, 1982 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 statute and Rules and Regulations of the Public Employment Relations Commission.

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

ATTEST:

Joseph V. Valent

ATTEST:

Herbert B. Williams

TOWNSHIP OF WOODBRIDGE

Joseph Demarino  
JOSEPH DEMARINO  
MAYOR

NEW JERSEY PBA  
WOODBRIDGE LOCAL #38

James E. [Signature]  
PRESIDENT

SCHEDULE A - 1981

PATROLMEN:

Starting . . . . .	\$17,143 + longevity
3rd Grade. . . . .	\$18,466 + longevity
2nd Grade. . . . .	\$20,160 + longevity
1st Grade. . . . .	\$21,614 + longevity
SERGEANT . . . . .	\$23,177 + longevity
LIEUTENANT . . . . .	\$24,727 + longevity
CAPTAIN . . . . .	\$26,707 + longevity



SCHEDULE B - 1982

PATROLMEN:

Starting.....	\$18,600 + longevity
3rd Grade.....	20,237 + longevity
2nd Grade.....	21,874 + longevity
1st Grade.....	23,451 + longevity
SERGEANT.....	25,147 + longevity
LIEUTENANT.....	26,829 + longevity
CAPTAIN.....	28,517 + longevity