

AGREEMENT
BETWEEN TOWNSHIP OF WOODBRIDGE
and
WOODBIDGE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL NO. 38

January 1, 2019 through December 31, 2021

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AGREEMENT

THIS AGREEMENT, made this day of _____, 2020, 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 bargaining 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

The Township hereby recognizes the aforementioned Association as the exclusive representative for all its Police Officers in its Police Department in Woodbridge, New Jersey but excluding Sergeants, Lieutenants, Captains, the Deputy Police Director, the Police Director, Chief Law Enforcement Officer 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 Chiefs 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 there with 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, regarding 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 terms 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 a State administrative regulation, and which terms and conditions are

not expressly set forth in this Agreement shall not be processed beyond Step One herein.

3. This grievance procedure shall cover appeals from minor discipline. Minor discipline shall be defined as those circumstances where the penalty imposed is less than six (6) days of suspension or equivalent fine.

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 herein within eighteen (18) 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 eighteen (18) days shall be deemed to constitute an abandonment of the grievance.

STEP TWO: If no agreement can be reached orally within eight (8) calendar days of the initial discussion with the Chief of Police, the Employee or the Association may present the grievance in writing within eight (8) 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 thirteen (13) 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 Business Administrator within eight (8) 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-three (23) calendar days of the submission.

STEP FOUR: If the grievance is not settled through Step One, Two or Three either party shall have the right to submit the dispute to arbitration within eighteen (18) calendar days of the Business Administrator's written response. The arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission. The parties shall share equally in the costs for the services of the Arbitrator. 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/she has jurisdiction to hear and decide the matter.

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/her 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 and authorization of the Chief 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 requires 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 and PBA President or designee shall be granted time off with pay to attend the Collective Bargaining Seminar, State PBA Convention, and State PBA Mini-Convention.

B. The total number of meetings for which the State Delegate shall be granted time off with pay shall not exceed thirty-eight (38) days, including above conventions. 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 meetings of the local PBA. Said time off shall be granted provided no interference with departmental operations is created thereby.

D. The PBA President may continue in the same shift, but may be split between squads.

E. The PBA shall be entitled to thirty (30) ten (10) hour and twenty-five (25) minute tours per year for attendance at PBA business. Use of these PBA business days shall be through the office of the PBA President, or the President's designee.

F. Executive Board members of the PBA, if working, are permitted to attend the monthly and executive board meetings. Anyone who is working is required to be in the uniform of the day and is subject to call.

ARTICLE V

SALARIES

A. The salary schedule for all Officers recognized as being represented by the Association shall be set forth in **Appendix A** which is attached hereto and made a part hereof.

B. Senior Officer Differential - Employees having completed twenty-two (22) years of service shall be entitled to a Senior Officer differential benefit. The benefit shall be an increase in the base pay rate by five and one-half percent (5.5%) and is reflected in the Senior Officers' base rate (1st Class) as set forth in **Appendix A**.

Effective January 1, 2008, Officers shall receive up to five (5) years of credit towards the service requirement if they have prior PFRS creditable service or other law enforcement service, provided that the prior service required New Jersey PTC Certification or the equivalent from another jurisdiction.

C. Retiring Officers shall have the option of receiving the available payout for sick time, vacation time, time coming, etc., in up to three (3) equal payments over a term not to exceed three (3) years following the date of separation. Said payout shall be in the sole discretion of the retiring Officer and monies held by the Township during the period of payout shall be without interest.

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 Patrolmen 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 Detective's salary grade shall not be subject to the grievance procedure.

ARTICLE VII

LONGEVITY

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

2 1/2% after start of 6th and through completion of 10th year of service;

4% after start of 11th and through completion of 14th year of service;

5.5% after start of 15th and through completion of 20th year of service;

7% at the start of the 21st year through completion of 22nd year of service;

9.5% at the start of the 23rd year of service and each year thereafter.

ARTICLE VIII

OVERTIME AND PER DIEM

A. Overtime is defined as work in excess of the normal work day or work on a previously scheduled day off. This Agreement does not affect the current practice regarding the calculation of holiday 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 of 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 hours and twenty-five (25) minutes per day times 182 days).

Overtime is triggered by any time worked after ten (10) hours and twenty-five (25) minutes per day for the members of the Patrol Division.

For purposes of this Section, day personnel Employees' regularly scheduled hours in one calendar year are 1,924 (nine (9) hours and fifteen (15) minutes per day times 208 days). Overtime is triggered by any time worked after

nine (9) hours and fifteen (15) minutes 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 an administrative proceeding criminal case within three (3) hours of concluding his/her shift, he/she 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/she still shall be paid for said waiting time. The payout for all unused vacation time, time coming and sick time will be paid to the member at his/her current *per diem* rate as computed in this Article under Section "B". Holiday (**Article IX**) and Tuition Reimbursements (**Article XXXII**) payouts will follow current contract practices.

ARTICLE IX

HOLIDAYS

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

A. Effective January 1, 2012, the Township shall include payment for thirteen (13) Holidays in base salary calculated by dividing their base rate of pay inclusive of Senior Officer Differential (if applicable) and longevity by two hundred and forty-three (243) then multiplied by thirteen (13).

B. In addition, each member shall enjoy two (2) days off in lieu of holidays. This program shall be administered under the supervision and direction of the Chief of Police per current practice.

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 -12 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.

C. The Township agrees that two (2) Employees assigned to a Bike Patrol Squad will be allowed off on vacation at one time, except during peak times, unless the unscheduled absence of another member of the Bike Squad causes manpower problems. For purposes of this Section, peak periods for the Bicycle Squad shall be the months of May through September and December.

D. Each Police Officer is allowed to use single vacation day selections with the approval of his/her Divisional Commander.

ARTICLE XII

INSURANCE BENEFITS

A. The Township agrees to provide life insurance in the amount of Twenty-Five Hundred Dollars (\$2,500.00) 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 will be maintained by the Township.

B. The Township agrees to continue the present hospitalization coverage. Effective January 1, 2019, the benefit platform for all employees shall be annexed hereto as Appendix C. The Township shall pay the full premium for this coverage for the members and dependents (including spouses of deceased members and deceased members' surviving dependents), except that all officers shall make contributions to health care plans in accordance with the percentage premiums required under the 2017 Tier 4 levels of P.L. 2011, Ch. 78 for the life of this Collective Negotiations Agreement. The 201⁹ contribution rates will stay in effect until a successor agreement is reached at which time, if no agreement is reached on contributions, the health insurance contributions shall revert back to the Tier 4, Chapter 78 levels upon implementation of the successor agreement.

C. Subject to subsections (1) and (2) below, the Township shall provide and

pay for the aforementioned insurance benefits (as set forth in Paragraph B above) for all Officers who retire with seventeen and one-half (17½) years of service with Woodbridge Township and twenty-five (25) years of service as defined by the New Jersey Police and Fire Retirement System or with an eligible disability for retirement To apply the Officer shall opt for the three (3) year payout system defined in **Article V, Section C.**

1. Employees who would otherwise meet the years of service requirements for eligibility set forth in Section 2, below, but who did not have at least 15 years of PFRS credited service as of June 28, 2011, are eligible for medical and hospital benefits in retirement, with contribution rates based on Chapter 78 rates applied to the pension benefit. Notwithstanding the foregoing, if Chapter 78 or any amendments thereto or a Court decision eliminates or lowers premium contributions for retirees who are eligible under this contract for medical and hospital benefits in retirement, such contributions shall be made consistent with applicable law or court decision. This shall not apply to employees covered by Section, 2 below or who were exempt from paying under Chapter 78.

2. Notwithstanding the above, employees who (1) had at least 15 years of PFRS credited service on June 28, 2011, and who retire with 25 or more years of PFRS credited service, or (2) retire on an eligible disability retirement pension, shall be eligible for medical and hospital benefits in retirement, at no cost to the employee. To

be eligible for such benefits at no costs, employees must continue to meet all other contractual requirements for retirement benefits eligibility, including the Township's requirement of at least 17.5 years of service with the Township or retirement with an eligible disability.

D. All retirees who retire with less than twenty-five (25) years of service with the Township, but more than fifteen (15) years of service with the Township, shall be eligible to purchase the Township's Health Insurance package at the prevailing rate.

E. The Township agrees to continue to provide dental insurance coverage for the Employee and his/her dependents in accordance with the present Township dental insurance plan. Effective January 1, 2019, the annual dental coverage shall be increased to Two Thousand Dollars (\$2,000.00) Effective January 1, 2019, annual Orthodontic coverage shall be increased to Four Thousand Dollars (\$4,000.00) effective January 1, 2019.

F. Since the Township is self-insured, "plan costs" shall be determined based on the COBRA rate equivalents. Effective January 1, 2019, the following will be implemented with regard to the prescription drug plan for all members:

Mandatory Generic Program: If a Brand medication is prescribed for a maintenance drug, and a Generic equivalent exists for that Brand medication, the Generic equivalent must be accepted by the insured individual in order to be covered by the plan. If the insured individual's physician believes there are special circumstances

under which the insured must take the brand medication as prescribed, the insured's physician may request a coverage review and appeal. During the pendency of the appeal, the employee may pay the appropriate copay for the Brand medication.

G. The Employer agrees to provide optical insurance coverage for the Employees and their dependents pursuant to the new Township vision plan. Effective January 1, 2019, eyeglass allowance will be Three Hundred Dollars (\$300.00) and contact lens allowance will be Three Hundred Dollars (\$300.00).

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

I. 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 payer and payee shall be immediately notified of said investigation and if a decision is made not to pay said bill, both the payer and payee shall be so advised in writing of said decision and the reasons therefor.

J. All Employees shall be provided with prescription plan identification cards.

K. Effective January 1, 1995, the family deductible of Three Hundred Dollars (\$300.00) shall be satisfied when any combination of insured's (Employee or dependent) meets the deductible. Effective January 1, 1995, the single deductible shall be One Hundred Fifty Dollars (\$150.00). Effective January 1, 2017, the in/out of network deductible for the PPO plan will be Five Hundred Dollars (\$500.00) for single and One Thousand Dollars (\$1,000.00) for family. It shall also apply to anyone retiring after

January 1, 2017. The change will not affect anyone retired prior January 1, 2017.

L. The Township agrees to provide a nicotine patch (one (1) annually with prescription) as specified in the Township Health insurance plan. The cost of this program to the Township is a maximum of One Hundred Fifty Dollars (\$150.00) per Employee.

M. The Township agrees to provide well-baby care as specified in the Township Health Insurance Plan.

N. The Township agrees that PAP smears and mammograms will be covered by the Township self-insurance program. Effective January 1, 1999 KVI Plan Mammography Program shall be improved so that persons over forty (40) years of age shall be eligible for said test on an annual basis instead every two (2) years.

O. The Township agrees to provide retirees prescription plan drug card coverage in which the covered person will pay twenty percent (20%) of the cost of covered/eligible drugs and the Township will pay eighty percent (80%). The twenty percent (20%) co-payment shall be applied to the prescription annual out-of-pocket maximums. This plan will be implemented by the Township on January 1, 2002.

P. Effective January 1, 2019, active members and their dependents may be entitled to hearing aid benefit of Two Thousand Dollars (\$2000.00) per every two years.

Q. Effective on or after December 14, 2005, new hires shall not access the Township's traditional plan. The remainder of the Township's insurance benefits shall be provided to such employees.

ARTICLE XIII

HEALTH AND WELFARE

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

New members on the Police Department shall continue to receive a complete uniform allotment which shall be comprised of all uniforms and equipment required to perform Woodbridge Police service for one (1) full calendar year from the date of initial hire.

ARTICLE XV

MILEAGE ALLOWANCE

A. The Township agrees to reimburse Employees at the rate of Forty Cents (.40) per mile, in addition to tolls and parking upon presentation of proper receipts, whenever an Employee is required to use his/her own motor vehicle for attendance at Court, pursuant to his/her 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.

C. If any allowances are made by any other agency, they shall be deducted from the amount claimed from the Township {i.e., Motor Vehicle, Trenton; out-of-state Court appearances).

ARTICLE XVI

FUNERAL LEAVE

A. An Employee shall be granted four (4) working days off which include 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, parents, 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 of sick leave per year and said leave days shall accumulate throughout the Employee's period of employment. At the time said Employee terminates his/her employment with the Township by way of voluntary termination under favorable circumstances, death, or retirement, a member hired on or before December 31, 2020 shall be entitled to one-half (1/2) of all accumulated sick days during the term of his/her employment, not to exceed Fifteen Thousand Dollars (\$15,000.00). Employees hired on or after January 1, 2021 shall be entitled to one-half (1/2) of all accumulated sick days during the term of his/her employment, not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

B. If an Employee sustains a major injury, sickness or disability which is related to his/her employment, then he/she 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/she must then use his/her accumulated sick time.

D. 1. A major disability or injury shall be defined as: A disability or injury requiring hospitalization; a surgical procedure including dental or day surgery requiring doctor ordered rest, but excluding elective surgery unless complications develop which falls under this definition; a broken bone; fracture; pregnancy; mental health problem which requires hospitalization at the discretion of the Police psychiatrist; or soft tissue injury as defined below. Nothing in this definition is intended to conflict with the light duty program instituted by the Township. An Officer assigned to light duty shall not be covered by this leave provision. Soft tissue injury shall be defined as an injury in the form of a severe laceration, tears in the muscles, tendons, ligaments or cartilage which renders an Officer unable to perform his/her Police duties or the requirements of the Township's light duty program if such a position is available.

2. Procedure

a). The Township may, in its sole discretion, require an Employee requesting utilization of benefits under this Section to be examined by a doctor of the Township's choice. It is the Township's intention, where possible, to send the Employee to a doctor with expertise in the area. The Township will pay for the cost of the doctor's visit. The results of any examination shall be provided to the Employees and the Chief of Police.

b). In the event an Employee requests leave under **Article XVII**,

Section C, and the Township does not find that the Employee's disability or illness clearly falls within any of the categories defined herein, that Employee shall have the right to have a medical determination made at Township's expense. Such examination shall be made by a practitioner in the area of the Employee's complaint of injury or illness and shall determine the Employee's entitlement to medical leave. Results will be provided to both the Employee and the Chief of Police.

c). A qualified Employee shall be entitled to temporary disability as described in **Article XVII, Section C** on the basis of a total of thirty (30) working days per year for each separate illness or injury. Said calendar year shall commence with the first day of leave granted for that particular injury or illness.

d). The PBA shall be informed of the granting or denial of any disability leave.

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.

F. Light Duty Policy

1. Definition: "Light Duty" assignment shall be defined as temporary work, which may be accomplished by an injured or ill employee with

certain stipulated or medical or physical limitations, while said employee is unable to perform the essential functions of their "full duty" assignments.

2. Light Duty assignments shall be subject to availability and approved by the Police Director or his designee.

3. Light Duty assignments shall last no longer than two weeks in duration and serve as a transition back to fully duty only.

4. A Light Duty assignment may be extended by written request at the sole discretion of the Police Director or his designee.

5. Light Duty assignments shall be conducted on a 4/3 day shift schedule. There shall be no light Duty assignments on other shifts, unless approved at the sole discretion of the Police Director or his designee.

ARTICLE XVIII

WORK SCHEDULES

- A. The work schedules shall continue as per current practice.
- B. **Moonlighting** - All personnel cannot work on their non-Police jobs at least eight (8) hours prior to start of shift. This applies to all personnel 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. Employees may choose counsel from a list of approved attorneys provided by the Joint Insurance Fund ("JIF").

This Section shall apply to the 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 surviving spouses and dependents of Officers killed in the line of duty. Upon remarriage, the surviving spouse shall no longer be entitled to such coverage. Upon reaching the age of majority or upon adoption by a stepparent, dependents shall no longer be entitled to such coverage.

B. Surviving spouse's other health benefits shall be carried for a period of one (1) year beyond the month when the Employee dies in the employment of the Township but not in the line of duty. This will include dental, eyeglass and prescription coverage. The Township further agrees to provide benefits under the COBRA Plan for the maximum time period allowed by statute.

ARTICLE XXI

VACANCIES

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 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 11 to 6 shift shall be manned by no less than two (2) Police Officers.

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/she is on duty or when he/she is acting in his/her 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 interrogations 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 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 is duly sworn before an official authorized to administer the oath.

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 investigation and/or interrogation shall not be threatened with transfer, dismissal or disciplinary action.

8. A complete record, 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/her 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/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.

10. At the request of the Law Enforcement Officer under

interrogation, he/she shall have the right to be represented by counsel or any other responsible representative of his/her 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/her property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her 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/she 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/her 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.

H. Every individual Employee shall have the individual right to have a representative with said Employee at any investigative interview in which the Employee reasonably believes that he/she may be subject to discipline as a result of said interview.

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 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. The current practice of the Township with respect to stand-by and call-in duty shall be continued under this Agreement.

B. 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

All Police Officers shall attend, once every year, a four (4) hour CPR re-certification class.

ARTICLE XXIX

FIRST AID EQUIPMENT IN PATROL CARS

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

Main Compartment	Amount	Solid Black Compartment (inside main)	Amount
AED with adult pads attached	1	Adult AED pads (spare)	1
Adult BVM	1	Child AED pads	1
Child BVM	1	Razor	1
Blast Bandage (orange wrapper)	1	Gauze pad	1
Modular Bandage 4 inch (gold wrapper)	1		
Modular Bandage 6 inch (gold wrapper)	1		
Front Compartment	Amount	Front Compartment	Amount
Modular bandage 4 inch (gold wrapper)	2	Nasopharyngeal Airway (w/ lubricant)	2
QuikClot Combat Gauze	2	Hyfin Vent Chest Seal (twin pack)	2
Tourniquet (orange)	2	Gloves (pairs)	4
Trauma Shears	1		
Exterior of Bag	Amount	Exterior of Bag	Amount
Band-aids (front left pocket on top)	10	Hand Sanitizer Bottle (also a handful of Sani-Wipes in side left pocket)	1
Medical tape (front right pocket on top)	1	Spit hood and emergency blanket (top zipper pocket nearest back straps)	1 each
5 x 9 gauze pads (side right pocket)	2	4 x 4 gauze pads (side right pocket)	10
Back of Backpack	Amount		
Litter (carrying device)	1		
Front Attached	Amount		
Narcan	2		

JB

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 two and one-half (2 ½ ") inches.
2. The maximum extension from the sides of the head shall be two and one-half (2 ½ ") 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 one-half (1/2") inch beyond the corner of the mouth.
2. The thickness shall be one-half (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 (8) 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

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.

ARTICLE XXXII

TUITION REIMBURSEMENT

A. Tuition reimbursement for a degree program taken in furtherance of an employee's law enforcement career must be pre-approved by the Police Director and concurred with by the Business Administrator. Effective January 1, 2019, each member attending college shall be reimbursed for his/her tuition at Seventy Dollars (\$70.00) per credit for undergraduate courses and Eighty Dollars (\$80.00) per credit for graduate courses upon submission of proof of payment by the member and proof that he/she has attained a grade of "C" or better for the particular courses for which he/she is seeking reimbursement.

B. Effective in 2019 and each calendar year thereafter, all Officers shall receive the following stipends if they have or obtain any of the following degrees:

Associate Degree	\$650.00 per year
Bachelor's Degree	\$1,200.00 per year
Masters, Ph.D. or Professional Degree	\$1,750.00 per year

ARTICLE XXXIII

DETECTIVE PAY

A. First Class Detective shall receive One Thousand Seven Hundred Fifty Dollars (\$1,750.00) additional pay.

B. Second Class Detective shall receive Eight Hundred Fifty Dollars (\$850.00) additional pay.

C. Third Class Detective shall receive Six Hundred Dollars (\$600.00) additional pay.

D. Members of the Tactical Squad are to receive Two Hundred Dollars (\$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/she must continue to function as a Detective in the Detective Division, except as otherwise noted herein. The exceptions to the aforesaid apply to any other Officers other than Detectives currently receiving Detective's pay or expenses. 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 XXXIV

TRAINING TIME

A. Steady day Officers 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 fifty-two (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 (1½) hours for every one (1) hour.

ARTICLE XXXV

COURT TIME

A. An Officer who is required to appear in Municipal, County, Superior or Supreme Court proceedings outside of his assigned duty hours shall be paid at the rate of one and one-half (1½) hours for time worked. An Officer who is required to appear in Municipal, County, Superior or Supreme Court proceeding during his assigned duty hours shall be paid at straight time hourly basis.

No change in the manner of paying travel time.

B. There shall be a three (3) hour minimum of paid overtime (paid at time and one-half (1½) for all appearances required by the Courts or the Township even if the Officer's attendance is cancelled en-route to the appearance.

ARTICLE XXXVI

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 1st to the following December 31st) 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 provided that the employee submits written consent to do so on a form to be provided by the PBA. 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 Township 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 consenting non-members will be equal to eighty-five percent (85%) of that amount.

2. Legal Maximum

In order to adequately 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 eighty-five percent (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 Township a list of those Employees who have not become members of the PBA for the then current membership year. The Township 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, provided those Employees submits written consent to do so as set forth in Paragraph A above.

2. Payroll Deduction Schedule

The Township 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. Ten (10) days after the receipt of the aforesaid list by the Township

-OR-

- b. Twenty (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 Township in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an Employee who elects to pay a representation fee terminates his or her employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this **Article**, the Township 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 Township, 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 ten (10) days after the Township received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the PBA, a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) 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 those employed/re-employed who elect 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 XXXVII

HEALTH AND WELFARE COMMITTEE

The Township agrees to create a special Health and Welfare Committee to be administered by a Committee of two (2) union members and the Business Administrator and Chief Financial Officer. The Committee will be funded by contributions of the Township of ten percent (10%) of the cost savings achieved as a result of a unit member's eligible cost savings idea, as set forth below. The contributions will be used to provide benefits or assistance to unit members not covered by Township provided benefits who the Committee determines are deserving of such assistance. The Committee will set the criteria for eligibility for assistance.

The cost savings idea must be original, must be implemented and must result in a net cost savings to the Township.

ARTICLE XXXVIII

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 XXXIX

SCHEDULING

A. SENIORITY

The term **SENIORITY** used herein will be defined by using the present Departmental Rules, Regulations, Procedures, and any and all present and past Agreements between PBA Local 38 and the Township of Woodbridge.

B. MANNING AND SHIFT SELECTION

The number of Officers on any shift will be determined by current Departmental Rules, Regulations, and 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 member will be given preference of his/her squad, which would not ordinarily be changed, it being mutually understood that the parties intend to keep personnel movement to a minimum. The parties mutually agree that members may be assigned to a shift or squad out of order based on Departmental needs, such as, but not limited to where special qualifications are needed for particular tasks, training is required, personal conflicts exist, or emergencies occur.

Each year, following the year of the adopting of the steady shift, each

member will be given the right to bid on a new shift or remain in the same shift and squad. Shift and squad selection will begin on October 1st, finalized on October 14th, and be posted by November 1st of that year. Shift and Squad selection will be based on current Departmental Seniority List. New Shift and Squad selections will be effective in the middle of the first shift after January 1st of the next year.

The Township agrees that if an Employee is removed from the squad he/she would have been assigned under the procedure set forth in Paragraph 4 above, because he/she did not possess the special qualifications needed to perform the tasks of breathalyzer operator, certified 911 telecommunicator or defibrillator operator, the Township will provide the officer the opportunity to receive training in the performances of the duty in one of the above three (3) areas (which he/she lacked when removed from the squad) during the course of the following year, so that the Employee can bid the following October 1st.

Newly appointed members hired on or after January 1, 2005 will be placed on any existing shift so selected by the Chief or the Commander of the Radio Patrol Division for the purpose of job training for the first two (2) years of the Officer's employment for Officers with prior service at the Chief's discretion, and three (3) years inclusive of academy time for other hires. The October 1st following the completion of the Officer's second or third year of employment, the

Officer will select his/her shift based on the bid system using the Departmental Seniority List of current use. All training schedule calculations for such persons shall be based on a calendar year basis using January 1 of year of the Employee's initial hire for all training schedule calculations.

The Township agrees that the three (3) year training period for new hires will consist of a scheduled training program to be promulgated by the Chief of Police which includes an approximate four (4) month rotation in the Patrol Division shifts as well as assignment at the Chiefs discretion to other Divisions and assignments within the Department.

The Township further agrees that newly hired Officers will not be used to defeat the parties' current shift bidding system or replace Officers due to manpower shortages.

C. 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 five (5) 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 sixteen (16) calendar day period, with one (1) 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 (1) calendar year or more, which occur after finalization of the yearly seniority bid selections will be advertised and bid as described.

Any member who returns to active duty from sick leave or an on-the-job injury which has lasted for one (1) calendar year or more, or any time less than one (1) year, will be returned to the shift from which he left, until October 1st 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 PBA 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 (1) calendar year or less will be returned to the shift from which he left until October 1st 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 Departmental 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 PBA Local 38 and the Township of Woodbridge.

D. 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 1st 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 XL

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained by the Chief of Police and may be used for evaluation purposes by the Police, Mayor and/or Governing Body.

Upon advance written notice and at reasonable times, any member of the Police Department may review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his/her designated representative.

Whenever a written complaint concerning an Officer is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed. Removal of any

material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

Each Employee shall be supplied with a written certification from the Township, during the month of January of each year, which shall state the number of accumulated sick days and any other time which is available to the Officer as of December 31st of the preceding year.

ARTICLE XLI

K-9 HANDLERS

A. All handlers will be granted five (5) hours of compensatory time (T/C) a week for the care and maintenance of their assigned K-9. All earned compensatory time (T/C) must be used within six (6) months from the time earned.

B. All K-9 handlers will be provided with a Township take home vehicle for use with the K-9 along with Veterinary and boarding services, dog food, training and grooming supplies as a non-monetary benefit.

C. The K-9 handler position is an assignment and the Township shall have the right to select such handlers, who are qualified without regard to seniority.

D. The Township will pay a maximum of \$5,000 per year for food and veterinary expenses of its retired police K-9 dog.

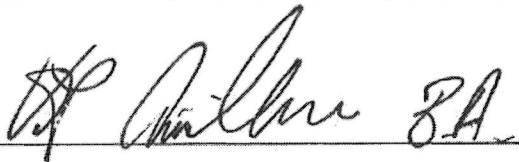
ARTICLE XLII

DURATION

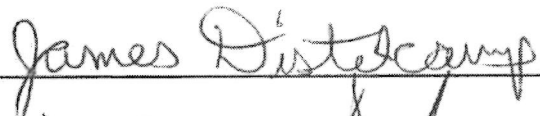
This Agreement shall have a term from January 1, 2019 through December 31, 2021. If the parties have not executed a successor Agreement by December 31, 2021, then this Agreement shall continue in full force and effect until a successor Agreement is executed or until PERC dispute resolution process is completed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

FOR THE TOWNSHIP OF WOODBRIDGE



FOR PBA LOCAL 38


D. JANOWSKI  V.P.

APPENDIX A

SALARY SCHEDULE

	Effective 01/01/2019	Effective 01/01/2020	Effective 01/01/2021
Officer			
Training Step	\$46,189	\$46,189	\$46,189
7th Class	\$57,000	\$57,000	\$57,000
6th Class	\$62,500	\$62,500	\$62,500
5th Class	\$67,579	\$67,579	\$67,579
4th Class	\$74,709	\$74,709	\$74,709
3rd Class	\$81,839	\$81,839	\$81,839
2nd Class	\$90,067	\$90,067	\$90,067
1st Class	\$111,284	\$113,844	\$116,348
Senior Officer	\$117,405	\$120,105	\$122,747

New hires must complete one year of service (including training) in order to reach 7th Class.

A. The salaries for bargaining unit employees entitled to the senior officer differential benefit shall be calculated consisted with **Article V (Salaries and Senior Officer Differential)** herein, as set forth above.

B. The above stated salary rates do not include longevity. Longevity entitlement shall be calculated upon and added to the above rates consistent with **Article VII (Longevity)** herein.

C. The above stated salary rates do not include holiday pay. These items shall be added to the above rates consistent with **Article IX, Section 2.**

Salary schedule step increments for Officers hired (anniversary date) between July 1 and December 31 will be delayed for six (6) months, in year 2017. Then immediately return to the salary schedule on their anniversary date as past practice.

D. Salary schedule step increments for Officers hired (anniversary date) between January 1 and December 31 will be delayed for six (6) months, in year 2017. Then immediately return to the salary schedule on their anniversary date as past practice.

E. Salary schedule step increments for Officers hired (anniversary date) between January 1 and June 30 will be delayed for six (6) months, in year 2018. Then immediately return to the salary schedule on their anniversary date as past practice.

APPENDIX B

AGREEMENT ON EXTRA DUTY WORK

The Township of Woodbridge ("Township") and PBA Local 38 ("PBA") agree as follows with respect to the matter of Extra Duty Work:

1.

a. Hourly Rates for the following years:

Assignment	2019	2020	2021
Protective Service	\$44.00	\$45.00	\$46.00
Day Traffic	\$63.00	\$64.25	\$65.25
Night Traffic	\$73.50	\$74.75	\$75.75

b. Day traffic rate will apply to the hours of 0700 to 1800.

Night traffic rate will apply to the hours of 1800 to 0700.

c. the four (4) hour minimum for protective services would be strictly enforced for all businesses, excluding non-profit religious organizations and public entities; however, this excludes carnivals and fairs.

d. A four (4) and eight (8) hour minimum for traffic assignments will be strictly enforced as above.

e. Any assignment (protective or traffic) not cancelled at least one (1) hour prior to the start time will be billed a four (4) hour minimum.

2.

- a.** Effective January 1, 2019, the hourly Administration Fee

held by the Township to cover operational costs will be as follows:

Assignment	2019	2020	2021
Protective Service	\$2.00	\$2.25	\$2.25
Day Traffic	\$3.00	\$3.25	\$3.25
Night Traffic	\$4.00	\$4.25	\$4.25

b. A review of the operational costs will be conducted at least annually. The cost for same, if any, will be borne by the Administration fee held by the Township.

3.

a. As in the past, the Chief of Police will continue to make the selections for the two (2) "Coordinators" and one (1) "Bookkeeper" assignments. The assignments will be rotated annually. The only criteria for the "Bookkeeper" will be that the Officer has served at least one (1) year as "Coordinator".

b. The "Billing" person will be mutually agreed upon between the Township and the PBA.

c. The responsibilities for the billing procedures for the

Extra-Duty assignments are as follows:

Coordinators - Upon receiving a request for an Officer(s) for either protective service/traffic detail, the requesting parties' complete billing information, name of the company and supervisor(s), all phone numbers including cell number(s) and address for job location(s) and mailing address, must be retained. This information will be entered into the Coordinator's computer and saved to a disc and then forwarded to the "Bookkeeper" and "Billing Person".

The procedure will follow all other scheduling rules as outlined in the contract under **Appendix B**.

Bookkeeper - Will compile an invoice of job(s) worked for all **Officers** from the Officers' sign-in book recording it into a computer file and forwarding this information to the "Billing Person". This will be completed every other week for the prior two -week (14 day) cycle. Invoice information will be sent to the "Billing Person" no later than every other Tuesday.

The "Bookkeeper" will be the contact person for the Officer, should a discrepancy occur. The late pay inquiry form will be completed with a copy maintained by the "Bookkeeper" and a

copy forwarded to the "Billing Person" within five (5) working days.

The procedure will follow all other scheduling rules as outlined in the contract under **Appendix B**.

Billing Person - Will mail all invoices within forty-eight (48) hours of receiving the computer information from the "Bookkeeper" to the customer.

If at the end of a twenty-eight (28) day period the invoice has not been paid, a delinquent notice will be mailed and/or faxed to the customer. This will continue weekly until paid. A delinquent surcharge not to exceed one and one-half percent (1 1/2%) of the amount involved will be added to the amount now being billed. This additional money will be placed into the administrated fund to cover the additional cost.

All discrepancies between the Officer and the billing will be resolved within thirty (30) days.

A computerized file will be kept regarding all billings and retained for annual review (per the contract) and/or any disputes that should arise.

The procedure will follow all other scheduling rules as outlined

in the contract under **Appendix B.**

Dispute Resolution - Will involve the "Coordinators", "Bookkeeper", and "Billing Person" along with the PBA President or designated person and the Business Administrator or designated person. All disputes will be documented and recorded.

The Coordinators, Bookkeeper, and Billing Person will utilize a common style computer program {i.e. Excel, Quick Books, etc.) to communicate and complete the above tasks and to retain all information. This system will be handed down to the next appointed position holder at the end of their terms.

The pay rate starting January 1, 2019 through December 31, 2021 for the above positions are:

- a) The per month rate of pay for the two (2) "Coordinators".
\$1,650.00 (each)
- b) The per month rate for the one (1) "Bookkeeper".
\$600.00

The "Bookkeeper" position will be reviewed annually to determine if it continues to be a necessary position.

- a) The per month rate of pay for the one (1) "Billing Person".
\$1,650.00.
- b) The two (2) "Coordinators" will receive cellular phones which will be exclusively used for the extra duty work assignments. The one (1) "Billing Person" will receive a cellular phone which will be exclusively used for the extra duty billing assignment. Any costs above the maximum allowed minutes on the phone plan will be paid by the Coordinators/Billing Person. The PBA in cooperation with the Township will solicit cellular phone companies for the best cellular phone program. The monthly cost for any lease of the phones will be agreed to between the PBA and the Township.
- c) A schedule will be adopted that will allow for a smooth flow for job requests and assignments.
- d) On the 15th of each month, the Coordinator would distribute the next month's job assignments. Also distributed would be the upcoming month's job listings and request forms.

- e) When an Officer receives their next month's job assignments (15th of the month) the Officer has until the 23rd of the month to return any unwanted jobs to the Coordinator.
- f) The Coordinator will post the returned jobs for two (2) days (24th and 25th). Any job not taken may be given out by the Coordinator to any Officer the Coordinator chooses.
- g) In the event the job is not filled, the Coordinator will notify the original Officer on the 26th that the Officer is responsible to appear and work the assignment. If the Officer does not appear, the below penalty phase will begin.
- h) Not later than the first of the next month all requests for job assignments will be returned to the Coordinator by each requesting Officer.
- i) Any trade-off of a job between Officers must be documented on a form created by the Coordinators. The

form will be signed and dated by the trading Officers and submitted to the Coordinators.

4.

a. The penalties for missing an extra duty job (AWOL) would be amended to read:

1. 1st Offense - Performance Notice
2. 2nd Offense - Letter of Reprimand
3. 3rd Offense - 1 Month Suspension from the Extra Duty List.
4. 4th -3 Month Suspension form the Extra Duty List.
5. 5th and All Subsequent Offenses- Minimum of 3 Month Suspension from Extra Duty List.

b. If no additional offense occurs within a twelve (12) month period from the last charged offense, the penalty phase will revert back to the 1st offense thereafter. Coordinators shall submit monthly reports to the Chief of Police identifying any extra duty violation and unusual circumstances or problems.

c. Any Coordinator that fails to perform the assigned duties shall be subject to disciplinary action and/or removal from the Coordinator's assignment.

5. In the event an Officer is sick and cannot work an

assigned extra duty job, the sick Officer must:

a. Call the Extra Duty Coordinator immediately to report the illness and the Coordinator will call other Officers and attempt to fill the job. In the event the job cannot be filled, the Coordinator will contact the vendor (job site) and inform the owner of the absence and that the job cannot be filled.

b. Call the Shift Commander and report the illness and the Shift Commander will report the sick call on the End of Tour Report (EOT) noting the job location and times of the job. The Shift Commander will also advise the area Patrol Unit to check the job site. Officers that call off sick are subject to a sick call (check) during the extra duty job hours.

c. In the event an Officer calls in sick after three (3) times in any calendar year, a doctor's note will be supplied. If a note is not presented on the Officer's return to duty, the penalty phase will begin.

6. Officers may only sign their names and ATS numbers in the Extra Duty Attendance Payroll Book four (4) days in advance of a job. Officers will sign out only after the job is completed. There will be no signing in and out at the same time.

7. Alternate pay periods (opposite periods of regular duty pay) for extra duty jobs will be implemented.

8. The administration costs due the Township will be paid to the Township annually from the operating budget of the operating list.

FOR THE TOWNSHIP OF WOODBRIDGE



FOR PBA LOCAL 38



D. JANOWSKI Df v.p.