

AGREEMENT

-Between-

TOWNSHIP OF CRANFORD

UNION COUNTY, NEW JERSEY

-and-

PATROLMEN AND DETECTIVE PATROLMEN  
BARGAINING UNIT  
POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL NO. 52

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JANUARY 1, 2014 THROUGH December 31, 2017

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DESIGNATION OF PARTIES

THIS AGREEMENT is entered into as of the 1<sup>st</sup> day of January, 2014 by and between the Township of Cranford, County of Union, a municipal corporation of the State of New Jersey hereinafter designated "Township"

and

the Policemen's Benevolent Association, Local No. 52 Patrolmen and Detective Patrolmen Bargaining Unit, Cranford, New Jersey, hereinafter designated as "PBA" or "Union":

ARTICLE 1

PREAMBLE

SECTION 1. PURPOSE OF AGREEMENT

The Township and the Union agree that it is the general purpose of this Agreement to promote the mutual interests of the Township and its Employees, to maintain the existing harmonious relationship between the Township and its Employees in the Police Department, to provide for the operation of the services provided by the Township under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, avoidance of interruptions to services, establish an equitable and peaceful procedure for resolution of differences, and establish rates of pay, hours of work, and other terms and conditions of employment. The parties of this Agreement agree to cooperate fully to secure the advancement and achievement of these purposes.

SECTION 2. PUBLIC EMPLOYEES

The Police Department and the individual members of this PBA Bargaining Unit agree to regard themselves as Public Employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct so that they merit the respect and confidence of the general public.

ARTICLE 2

RECOGNITION

SECTION 1.

The Township of Cranford hereby recognizes the Policemen's Benevolent Association Local No. 52 Patrolmen and Detective Patrolmen Unit as the sole and exclusive representative of the Collective Bargaining Unit for all "Duly Sworn Officers" of the noncommissioned rank of Patrolmen and Detective Patrolmen for purposes of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment, but excluding the Chief of Police, Captain(s), Lieutenant(s), Sergeant(s), clerical Employee(s), dispatcher(s), and all other Employees of the Township.

SECTION 2.

The term "Bargaining Unit" as used herein shall include all "Duly Sworn Officers" of the rank of Patrolman and Detective Patrolman regardless of whether Employee(s) are members or non-members of the Policemen's Benevolent Association Local No. 52.

SECTION 3.

The term "Employee" as used herein shall mean Employee(s) represented by the Bargaining Unit.

SECTION 4.

All references in this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1.

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States and any modifications made thereto, and any ordinances and resolutions passed by the Township elected or appointed governing body.

SECTION 2.

1. The Union recognizes the Township's rights to manage its affairs and direct its workforce and, within the existing framework within the statutes of the State of New Jersey, to maintain the Township of Cranford in the County of Union in as efficient a manner as is consistent with good management practices and fair labor standards.
2. The Township has and is vested with all the customary and usual rights, powers, functions and authority of management.



3. The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Township.

SECTION 3.

All rights which ordinarily vest in and are exercised by the employers are reserved to and remain vested in the Township. The Township shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

SECTION 4.

The Township retains the sole right to suspend, demote, discharge or take other disciplinary action for good and just cause according to law, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

SECTION 5.

The Union agrees that the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent

such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the Township of Cranford, provided said Ordinances are not inconsistent with the provisions of this Agreement.

SECTION 6.

The Township agrees the Management Rights Article shall not be used as a guise to unfairly discriminate any Employee(s) or the Union.

ARTICLE 4

NON-DISCRIMINATION

SECTION 1.

The Township and the Union agree that the provisions of this Agreement shall be applied equally to all Employees and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation, sexual or affectional orientation, gender identity or expression, domestic partnership or civil union status.

SECTION 2.

The Township agrees not to interfere with the right of Employees to become members of the Union. There shall be no discrimination by the Township or any of its representatives against any Employee because of Union membership or because of

any Employee activity permissible under law or this Agreement in an official capacity on behalf of the Union.

SECTION 3.

The Union recognizes its responsibility as exclusive collective bargaining representative and agrees to represent all Employees in the Bargaining Unit without discrimination or interference.

ARTICLE 5

NO STRIKE PLEDGE

SECTION 1.

The parties to this Agreement mutually recognize the services performed by Employees covered by this Agreement are services essential to the public health, safety and welfare. The PBA therefore covenants and agrees that during the term of this Agreement that there shall be no interruption of these services for any reason whatsoever by the Employees it represents, and that neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or absence of an Employee(s) from his work or position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout, sitdowns or any acts that interfere in any manner or to any degree with the

services of any Department of the Township. The PBA further agrees that its members, upon the direction of the Department Manager or his designee, will respond to cover in the Township or in any other municipality where a police emergency or rescue activity is in progress.

SECTION 2.

In the event of a strike, slowdown, walkout, "blue flu" or other form of job action, it is covenanted and agreed that participation in any such activity by any PBA member shall be deemed grounds for disciplinary action, including possible termination of employment of such Employee or Employees.

SECTION 3.

The PBA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other such activity aforementioned. The PBA actions will include, but not be limited to, publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

SECTION 4.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such

judicial relief as it may be entitled to have in law or in equity for injunction, damages, or both, in the event of such breach by the PBA or its members.

## ARTICLE 6

### MAJORITY BARGAINING AGENT RIGHTS AND DUTIES

#### SECTION 1.

The Township shall permit members of the PBA Negotiating Committee (not to exceed two (2) members) to attend collective bargaining negotiation meetings with Township officials during the regular duty tour of the member(s). Such meeting held during the regular duty tour of the member(s) shall be without loss of pay or time, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Employee(s) to bring the Police Department to its proper effectiveness.

#### SECTION 2.

The Township shall permit members of the PBA Grievance Committee (not to exceed one (1) member) to conduct the business of the Grievance Committee, which consists of conferring with Employees and management on specific alleged grievances in accordance with the Grievance Procedure set forth in Article 8 of this Agreement, during the regular duty tour hours of the member without loss of pay or time, provided the

conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Employee(s) to bring the Police Department to its proper effectiveness.

SECTION 3.

The Township agrees to grant to the members of the PBA who are selected as President, State Delegate and Alternate State Delegate time off without loss of pay to attend any New Jersey State PBA Convention as provided under N.J.S.A. 40A:14-177. Additionally, the Township agrees that the one member of the PBA selected as President and one member selected as delegate shall be granted time off without loss of pay to attend Local PBA events, not to exceed a total of six (6) days annually for all (not each) attendances. Such requests must be submitted in writing to the office of the Chief of Police at least two (2) full business days prior to the off day requested.

SECTION 4.

The PBA shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the terms and conditions of this Agreement by such members.

SECTION 5.

The Township agrees the member of the PBA selected as State Delegate shall be granted time off without loss of pay to attend State PBA meetings, not to exceed twelve (12) annually.

ARTICLE 7

DUES CHECK-OFF

SECTION 1.

Pursuant to N.J.S.A. 52:14-15.9E, the Township agrees to deduct the current union dues on a bi-weekly basis, provided that at the time of such deduction there is in possession of the Township a current written assignment, individually and voluntarily executed by the Employee, in the form and according to the terms of the authorization form provided by the Township executed annually or upon reinstatement.

SECTION 2.

The Township will deduct the current union dues from the pay of the Employee(s) on a bi-weekly basis provided that if an Employee has no pay coming for such pay period, or if such pay period is the first pay of a new Employee, such dues shall be deducted from the next appropriate pay period.

SECTION 3.

The Township will deduct from the pay of Employee(s) in any one month only dues incurred while an Employee has been in the

employ of the Township and only such amounts becoming due and payable in such month.

SECTION 4.

In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.

SECTION 5.

All sums deducted by the Township shall be remitted to the Treasurer, Local Union No. 52, Policemen's Benevolent Association, 8 Springfield Avenue, Cranford, New Jersey not later than the last day of the calendar month subsequent to the month in which such deductions are made.

SECTION 6.

In the event the Union requests that the Township deduct dues in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's constitution; provided that in the event a new written authorization from the Employee is necessary, such authorization will be secured by the Union and presented to the Township prior to the deduction of the newly certified amounts.



SECTION 7.

The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made, and if for any reason it fails to make a deduction for any Employee as above provided, it shall make that deduction from the Employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the Employee or the Union.

SECTION 8.

The Union agrees that at no time will it solicit or collect monies of any kind on Township time or property.

SECTION 9.

The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION

The term "grievance" as used herein is a written dispute, claim or complaint arising under and during the term of the Agreement and filed by either an Employee in the Bargaining Unit, the PBA

or the Township. Grievance(s) are limited to matters of interpretation or application of express provisions or alleged violations of this Agreement.

#### SECTION 2. GENERAL

The Township and Union, recognizing that an orderly grievance procedure is necessary, agree that the following constitutes the sole and exclusive method of resolving grievances between the parties over this Agreement [with the exception of Township initiated grievances which will proceed in accordance with Section 4. of this Article] and agree that each step as set forth herein shall be followed in its entirety or the grievance is forfeited, unless any step is waived by mutual consent.

#### SECTION 3. GRIEVANCE STEPS

##### Step 1.

An Employee with a grievance shall first discuss the grievance with his immediate supervisor for the purpose of resolving the matter informally. The immediate supervisor shall render a decision within five (5) working days after receipt of the grievance.

##### Step 2.

If the aggrieved Employee is not satisfied with the disposition of the grievance, the Employee may file a grievance in writing with the Chief of Police or his designated representative within five (5) days of the conclusion of Step 1. A hearing on

the grievance may be held between the Chief of Police or his designated representative and the aggrieved Employee. The Chief of Police will render a decision in writing within ten (10) working days.

Step 3.

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, he may submit the matter for review by the Township Administrator within five (5) working days after receiving the decision in Step 2. The Township Administrator shall render a decision from the record before him in writing within ten (10) working days.

Step 4.

If the Employee is not satisfied with the disposition of the grievance at step 3, the Employee may submit the grievance in writing to the Township Grievance Committee through the Office of the Township Administrator within five (5) working days after the response of the Township Administrator. The Township Grievance Committee shall hold a hearing on such grievance within twenty (20) working days after submission and shall render a decision within ten (10) days after holding such hearing. The Township Grievance Committee shall set forth its findings and such conclusions in writing with a copy thereof to the PBA and to the Township.

Step 5.

If such grievance is not settled by Step 4 above, it may be submitted for arbitration in accordance with the provisions of Grievance Arbitration Article.

SECTION 4.

The Township may institute action under the provisions of this Article within five (5) working days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the President of the PBA and an earnest effort shall be made to settle the differences between the Township and the PBA. If such grievance is not settled, it may be submitted to the Public Employment Relations Commission (P.E.R.C.) for the selection of an impartial arbitrator in accordance with their rules and regulations. Such submission shall be made not later than ten (10) working days following failure by the parties to resolve their differences.

SECTION 5. GRIEVANCE IN WRITING

All grievances shall be in writing on forms agreed to by the parties. The aggrieved party shall state clearly and concisely all facts which are the basis for the grievance and if the claim that any Articles of this Agreement are involved, the aggrieved party shall specify such Article(s). The grievance shall be dated and signed by the aggrieved party or parties.

SECTION 6.

Grievance hearings and conferences shall be held at the municipal building. Provided prior permission has been secured from the Chief of Police, a representative from the PBA, whose presence is required to resolve grievances, shall be released from work without loss of regular straight-time pay for the purpose of participating in such a grievance resolution, and further provided that there shall be no interference with the operation of the Township. In addition, witnesses who are reasonably required for the purposes of appearing at a hearing shall, if prior permission is secured from the Chief, be made available during working hours, if necessary, without loss of regular straight-time pay for the purpose of appearing at hearings.

ARTICLE 9

GRIEVANCE ARBITRATION

SECTION 1.

A. Either party may request arbitration of an unsettled grievance.

The party desiring arbitration must notify the other party in writing of such desire within twenty (20) working days after the decision in writing is given under the last step of the grievance procedure provided for in this Agreement.

In the event either party fails to serve said written notice of desire to arbitrate within twenty (20) working days of the date of the written decision handed down under the last step of the grievance procedure provided for this Agreement, the grievance shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

- B. After receipt of a notice of a desire to arbitrate, the Township and the PBA shall attempt to agree on an arbitrator. If the Township and the PBA are unable to so agree within seven (7) working days, or within a longer period if mutually agreed upon, the grieving party may submit the matter to the Public Employment Relations Commission requesting that an impartial arbitrator be selected in accordance with their rules and regulations.
- C. Only the Township or the PBA shall have the right to submit a grievance to arbitration.
- D. Unless otherwise agreed to by the parties, only one (1) issue will be submitted to the arbitrator in each case.

## SECTION 2.

- A. Any grievance submitted for arbitration shall first be reduced to a written "Submission Agreement" detailing the dispute at issue. If the Township and the PBA cannot agree upon the Submission, each party, at least two (2) days in

advance of the hearing, shall submit to the other a statement of the issues it considers in dispute.

- B. The joint "Submission Agreement" shall be signed by the Township, the PBA and all aggrieved Employee(s), if any. In the event separate statements of the issues are submitted, the Township shall sign its copy and the PBA and the aggrieved Employee(s), if any, shall sign the PBA's statement of issue.

SECTION 3.

- A. The arbitrator shall be bound by the provisions of this Agreement and 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.
- B. The decision of the arbitrator shall be final and binding on both parties.
- C. The cost for the services of the arbitrator shall be borne equally between the Township and the PBA. Any other expense shall be paid by the party incurring same.
- D. It shall be the obligation of the arbitrator to the Township and to the PBA to make his best effort to rule on cases heard by him within thirty (30) days after the hearing.

SECTION 4.

Arbitration hearings and conferences shall be held at the municipal building. Provided prior permission has been secured from the Chief, a representative from the PBA whose presence is required to resolve arbitrations shall be released from work without loss of regular straight-time pay for the purpose of participating in such an arbitration hearing, and further provided that there shall be no interference with the operation of the Township. In addition, witnesses who are reasonably required for the purposes of appearing at an arbitration hearing shall, if prior permission is secured from the Chief, be made available during working hours, if necessary, without loss of regular straight-time pay for the purpose of appearing at arbitration hearings.

ARTICLE 10

SENIORITY

SECTION 1. DEFINITION

- A. An Employee must be a regular, full-time, permanent Employee in full-pay status in order to be eligible to accrue seniority.
- B. Such Employee's seniority shall date from the most recent starting date of continuous fulltime employment with the Police Department. Such Departmental seniority shall



accumulate until there is a break in service. Departmental seniority of an Employee who is reinstated after a period of layoff shall be continued retroactively exclusive of the period of layoff.

- C. An Employee shall be added to the seniority list on last date of hire.

#### SECTION 2. SENIORITY RIGHTS

An Employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

#### SECTION 3. EQUAL SENIORITY

- A. In the event two (2) or more Employees have equal seniority, the Employee's seniority shall be determined on the basis of the total points amassed and used for making the appointment to the Police Department.
- B. In the event two (2) or more Employees have equal total points, or said data is not available, then the "high card draw" system shall determine the more senior Employee.

#### SECTION 4. PROBATIONARY PERIOD

- A. All regular, fulltime Employees shall serve a probationary period of eighteen (18) calendar months uninterrupted by any type of service break during which time they will be termed "probationary Employee(s)", exclusive of period of layoff.
- B. During the probationary period, an Employee shall be eligible for Employee benefits unless expressly provided

otherwise in this Agreement. After the Employee has successfully completed his probationary period of employment, Employee shall become a regular, fulltime Employee and his seniority shall start as stated in Section 1. of this Article.

- C. During the probationary period an Employee's performance shall be reviewed and evaluated in accordance with current procedures every four (4) months. Employee will continue in probationary status automatically unless Chief of Police recommends to the Township Committee to change status from probationary to regular full time. Chief of Police must make a recommendation at the end of the eighteen (18) month period to either terminate the services of the Employee or recommend change in status to regular from probationary.
- D. Probationary Employees' service with the Township may be terminated at any time by the Township in its sole discretion and neither the Employee so terminated nor the Union shall have recourse to the Grievance Procedure over such termination. An Employee terminated during the probationary period may, however, request a hearing before the Township Administrator and, if not satisfied with the decision of the Township Administrator, request a hearing before the Township Committee.

SECTION 5. PROMOTION TO SUPERVISORY POSITION

- A. An Employee promoted or transferred from a job classification in the Bargaining Unit to a supervisory position shall retain the seniority Employee had at the time of such promotion or transfer and shall continue to accumulate seniority while Employee is in such a supervisory position for a period of eighteen (18) months.
- B. An Employee promoted or transferred as described in subsection A. above shall have a right to return to the Bargaining Unit and be placed on the job to which his seniority would entitle him if his employment with the Township had remained unbroken; provided, however, if such Employee is discharged for cause, Employee shall not be eligible for return to the Bargaining Unit.

SECTION 6. LAYOFF AND RECALL

- A. Seniority shall prevail in cases of layoff and recall. Layoffs shall be in the inverse order of Employee's appointment and recall shall be in the reverse order of Employee's layoff.
- B. Laid-off Employee, if recalled to a job similar in work content and identical or higher in rate of pay to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

- C. The order of recalling laid-off Employees shall be in inverse order in which the Employees are laid off and shall be subject to the same conditions of layoff.
- D. Notices of recall shall be sent by certified or registered mail, or telegram to the Employee's last known address as shown on the Township's records, and it shall be the obligation of the Employee to provide the Township with a current address and telephone number. A recalled Employee shall give notice of his intent to return to work within five (5) consecutive calendar days of date of notice, and shall return within fourteen (14) calendar days or his employment shall be terminated without recourse to this Agreement.
- E. In the event a recall is necessary on less than five (5) days notice, the Township may call upon the laid-off Employee(s) either personally or by telephone until an Employee able to return to work is located. In such case, the Employee able to return to work immediately will be given a temporary assignment not to exceed fourteen (14) days, and Employees passed over because of their inability to return to work immediately will be given notice to report to work at the end of said fourteen (14) day period.

#### SECTION 7. LOSS OF SENIORITY

An Employee's seniority and employment shall terminate if:

- A. Employee resigns; or
- B. Employee is discharged; or
- C. Employee fails to give notice of his intent to return to work within five (5) calendar days and/or fails to report for work within fourteen (14) calendar days after issuance of the Township's notice of recall by certified mail to the last known address of such Employee as shown by the Employer's records. It shall be the responsibility of the Employee to provide the Township with a current address; or
- D. Employee is absent from work for three (3) consecutive working days without advising the Township of a reason acceptable to the Township for such absence; or
- E. Employee overstays a Leave of Absence without advising the Township of a reason acceptable to the Township for such overstay; or
- F. Employee gives a false reason in requesting a Leave of Absence; or
- G. A settlement with the Employee has been made for total disability; or
- H. Employee is retired; or
- I. Employee is laid off or has not, for any reason, worked for a continuous period of two (2) years or more; or
- J. Employee falsified pertinent information on his application for employment.

#### SECTION 8. VACATION

Seniority of the members of the Bargaining Unit within the Division and, where appropriate, within the Platoon shall be the basis for determining preference of vacation.

#### SECTION 9. LEAVE OF ABSENCE

The Employee who takes an authorized Leave of Absence for more than five (5) working days for reasons other than sick leave, vacation, personal time or compensatory time shall not earn seniority during said authorized Leave of Absence.

#### SECTION 10. SENIORITY EXEMPTION

Should a Court or administrative tribunal of competent jurisdiction order or request through its settlement procedures that the Township take certain affirmative action to achieve compliance with an order or settlement with such appropriate tribunal, the Township shall be permitted to invoke such changes without regard to the seniority provisions of this Agreement, and without resort to the Grievance Procedure by the Union or any Bargaining Unit member.

#### SECTION 11. SENIORITY LIST POSTING

The Township agrees to post and update annually a seniority list of the members of the Bargaining Unit and provide a copy to the Union. An Employee's standing on the published list will be final unless protested to the Township Administrator's office not later than thirty (30) calendar days after the list

has been posted on the bulletin board in the Township municipal building.

SECTION 12. RESIGNATION

Employees who resign are requested to give thirty (30) days written notice in order to provide sufficient time to appoint and train a successor or rearrange work schedules, if necessary.

ARTICLE 11

HOURS OF EMPLOYMENT

SECTION 1. NON-PATROL WORK SCHEDULE

- A. The workday shall consist of eight (8) consecutive hours in a twenty-four (24) hour period for division commanders and ten (10) consecutive hours in a twenty-four (24) hour period for assigned officers.
- B. The workweek shall consist of five (5) consecutive working days for the 8-hour shift and four (4) consecutive working days for the 10-hour shift.
- C. The Employee's hourly rate shall be determined by dividing the Employee's weekly salary by forty (40).

SECTION 2. PATROL WORK SCHEDULE

- A. The workday shall consist of twelve (12) consecutive hours within a twenty-four (24) hour period.

B. The workweek shall consist of four (4) consecutive work days as defined herein, followed by four (4) consecutive days off duty.

C. The Employee's hourly rate shall be determined by dividing Employee's weekly salary by forty (40).

SECTION 3.

Those police officers working on the 4-4 schedule shall receive, in addition to their regular base wages, a minimum of ninety-two (92) to a maximum of one hundred twenty-eight (128) hours pay at straight time as a result of additional hours worked due to the schedule's time configuration. The actual amount shall be determined by the total number of days worked in a given year due to the individual's rotation.

ARTICLE 12

SALARIES

The rates of pay on the salary guides will be increased as follows:

- Effective from 1/1/2014 to 12/31/2014: 1.5%;
- Effective from 1/1/2015 to 12/31/2015: 1.5%;
- Effective from 1/1/2016 to 12/31/2016: 1.75%; and
- Effective from 1/1/2017 to 12/31/2017: 1.75%

In addition to the foregoing, the salary guide for 2014 shall be increased on a one-time basis by the following amounts at the following levels:



After 1 year of PFRS creditable service with the Township's Police Department ("Service"):	\$1,000;
• After 2 years of Service:	\$2,000;
• After 3 years of Service:	\$3,000;
• After 4 years of Service:	\$4,000;
• After 5 years of Service:	\$5,000;
and	
• After 6 years of Service:	\$6,000

The attached Salary Guide (Schedule D) reflects these increases to base compensation.

### ARTICLE 13

#### OVERTIME

##### SECTION 1.

An Employee covered by this Agreement who is required to work overtime either prior to or following the completion of his regular tour of duty, or during any time off, or on any day off, shall be paid for all overtime worked at the rate of one and one-half (1½) times Employee's regular rate of pay on a quarter-hour (1/4) basis.

##### SECTION 2.

An Employee required to work on his scheduled day off or a vacation day shall be paid overtime at the rate of one and one-half (1½) times the Employee's regular pay for all time worked.

SECTION 3.

When an Employee is directed to appear at headquarters for any reason other than scheduled working hours, then such Employee shall be paid overtime at the rate of one and one-half (1½) times the Employee's regular pay for all time spent and shall be guaranteed a minimum of one (1) hour's pay at said overtime rate. This provision shall not apply to appearances for disciplinary purposes.

SECTION 4.

- A. Effective January 1, 2014, all overtime pay, exclusive of extra duty assignments (i.e., requested by an outside vendor), shall be paid in the pay period immediately following that in which the overtime is earned.
- B. Employees assigned as Detective or Traffic Investigator who are on call and called out for an investigation shall be paid overtime at the rate of one and one-half (1½) times the employee's regular pay for all time spent and shall be guaranteed a minimum of two (2) hours' pay at the overtime rate.

SECTION 5. OVERTIME ROSTER

- A. A rotating overtime emergency roster system shall be developed, approved and implemented by the Chief of Police subject to the written concurrence of the Township Administrator. The purpose of the emergency overtime roster

system is to dispense overtime equally to all members of the Bargaining Unit.

B. Once concurrence with the Township Administrator has been secured for the proposed system, the procedures shall be incorporated into the Police Manual and as an Addendum to this contract.

#### SECTION 6.

Each Employee covered by this Agreement shall successfully complete required course(s) and/or weapons' qualification in accordance with Union County Firearms Policy and Township Police Department regulations and procedures twice a year. Whenever feasible or practical, and at the sole discretion of the Chief of Police or his designated representative, course and/or weapon qualifying sessions may occur during the Employee's normal tour of duty. An Employee ordered by the Chief of Police to attend the Annual Shooting Orientation and Safety Course and weapon qualification during off-duty hours shall be paid overtime, not to exceed six (6) hours of overtime per year, at the rate of one and one-half (1½) times the Employee's regular rate of pay.

#### SECTION 7. COMPENSATORY TIME

Effective January 1, 2007, compensatory time may be accumulated and carried over to a maximum of 100 hours. Requests for

compensatory time shall be approved provided that the employee's request is made at least 48 hours in advance.

ARTICLE 14

COURT TIME

Employees covered by this Agreement who are required to appear in connection with their Police duties for the Township in Municipal Court or any other Court of Law, petit juries, grand juries, suppression hearings, alcoholic beverage control hearings, State Investigating Commission hearings, or State Motor Vehicle hearings whether said appearance is by subpoena, witness or as the complainant shall be paid for all overtime worked at the rate of time and one-half (1½) Employee's regular rate of pay and shall be guaranteed a minimum of two (2) hours overtime to be paid.

ARTICLE 15

MEAL BREAKS

Employees will be allowed one (1) thirty (30) minute paid meal break between the hours of 0600 hours and 1600 hours during the patrol day shift and between 1800 hours and 0400 hours during the patrol night shift.

ARTICLE 16

CLOTHING AND UNIFORM ALLOWANCE

SECTION 1.

Each employee shall be responsible for purchasing and maintaining his or her uniforms.

SECTION 2.

The Chief of Police shall prescribe the rules and regulations regarding what constitutes a dress and/or work uniform, when they are to be worn, and the specifications of quality, color, etc. for same.

SECTION 3.

If any part of the uniform of an Employee is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefore and approved by the Chief of Police.

SECTION 4.

The Employee shall be responsible for the care and maintenance of all uniforms and clothing gear, and Employee shall be in violation of this Agreement and subject to disciplinary action if Township issued clothing is used or worn for any purpose other than for Township Police Department assigned duties.

ARTICLE 17

LEAVE OF ABSENCE

SECTION 1. DEFINITION

A Leave of Absence is the absence from duty of an Employee for more than five (5) working days with the permission of the Township Committee for reasons other than Sick Leave, Vacation Leave, Personal Time or Compensatory Time. Such permission shall be in writing, copies of which shall be forwarded to the appropriate individuals.

SECTION 2. LEAVE OF ABSENCE WITHOUT PAY

A. A Leave of Absence Without Pay may be granted by the Township Committee for a period not exceeding one (1) year to an Employee:

1. Who is temporarily or physically incapacitated and unable to perform duties; or
2. To attend an approved school or to engage in an approved course of study designed to increase usefulness on the return to service, provided such school or course receives prior approval of the Township Committee; or
3. In time of emergency or preparation for national defense, whose special qualifications are required in industry or other businesses devoted to the production of supplies for defense purposes, but only when the need for such

services is certified by competent federal authority and approved by the Township Committee.

- B. Leave of Absence will not be granted to Employees to enter non-military service or as a matter of convenience or temporary advantage to such Employee by reason of place or hours of work or increased compensation.
- C. Leave of Absence requested due to illness must be accompanied by a medical doctor's certificate that the Employee is unable to work and the reason therefor.

### SECTION 3. LEAVE OF ABSENCE ADMINISTRATION

- A. Leave of Absence requests shall be submitted in writing to the Township Administrator through the Chief of Police stating:
  - 1. Reason for Leave of Absence;
  - 2. Date Leave of Absence is to begin; and
  - 3. Date Leave of Absence is to end.
- B. Leave of Absence may not commence or end on the day preceding or following Vacation Leave.
- C. An Employee who obtains a Leave of Absence for a reason other than the one stated at the time the request was made may be terminated from his employment solely at the discretion of the Township regarding such termination.

- D. An Employee may not return to work prior to expiration of requested Leave of Absence without the express prior approval of the Township Committee.
- E. An employee failing to return to work on the date scheduled shall be cause for termination of employment at the sole discretion of the Township regarding such termination.
- F. Time absent from duty by an Employee from a Leave of Absence Without Pay shall not be considered as continuous service.
- G. Upon return of an Employee from a Leave of Absence Without Pay, Employee shall be re-employed at work generally similar to that which Employee did last and at the prevailing rate of pay for that job, if available.

SECTION 4.

Leave of Absence Without Pay shall become effective only after approval by the Township Committee.

SECTION 5.

Any Employee leaving his position without written authorization from the Township Committee will be deemed to have abandoned his position and to have resigned from the employment of the Township.



ARTICLE 18

ADMINISTRATIVE (PERSONAL) LEAVE

SECTION 1. DEFINITION

A. All regular, full-time, permanent Employees shall be entitled to thirty-six (36) hours of personal leave per year.

SECTION 2.

An Employee hired on or after October 1, 1981 shall be granted Administrative Leave with pay according to the following schedule:

- A. For an Employee in the year of hire starting on or after January 1st, but on or before May 31st, eight (8) hours of Administrative Leave may be taken on or before May 31st, and a second eight (8) hours Administrative Leave may be taken between June 1st and December 31st inclusive, or sixteen (16) hours of Administrative Leave may be taken between June 1st and December 31st inclusive.
- B. For an Employee in the year of hire starting on or after June 1st, but on or before December 31st, eight (8) hours of Administrative Leave may be taken on or before December 31st inclusive.
- C. For an Employee in the second calendar year of employment or with one or more years of full-time service, thirty-six (36) hours of Administrative Leave may be taken between January 1st and December 31st inclusive.

### SECTION 3. ADMINISTRATION

- A. Effective January 1, 2014, requests for personal days shall not require the officer to provide a reason for such request if the request is submitted at least 48 hours in advance. Personal days shall not be permitted on the day before or after a vacation day or sick day. Once approved, the personal day shall be permitted unless the use of such day will cause overtime or unless the Chief of Police, in the reasonable exercise of his discretion, determines that the personal day will interfere with the normal functioning of the department.
- B. Policies concerning Administrative (Personal) Leave shall be agreed upon by the Chief of Police and the PBA with the concurrence of the Township Administrator.
- C. Where, within the Police Department, there are more requests than can be granted for use of this Leave for one of the purposes stated herein above, the conflict will then be resolved on a first-come, first-served basis, (i.e., the time and date of filing of request).

### SECTION 4. ACCUMULATION

Such Administrative Leave shall not accumulate beyond the calendar year in which earned unless the Employee's request for such Leave is denied by the Chief of Police and expressly

approved by the Township Administrator, and in any event, such accumulation shall not exceed four (4) days.

## ARTICLE 19

### BEREAVEMENT LEAVE

#### SECTION 1. BEREAVEMENT LEAVE

Bereavement Leave with pay shall be granted by the Chief of Police to a regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties in the event of a death of a member of the immediate family; said Leave to commence on date of death and continue through the next day immediately after the date of the funeral, provided that said day is a regularly scheduled working day. Bereavement days shall not exceed five (5) working days in any event.

#### SECTION 2. IMMEDIATE FAMILY

For purposes of this Article only, Immediate Family shall consist of a grandfather, grandmother, father, mother, spouse, daughter, son, brother, sister, and father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather-in-law and grandmother-in-law.

#### SECTION 3. ADDITIONAL BEREAVEMENT LEAVE

A regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties shall be granted by the Chief of Police one day of Bereavement Leave with pay to

attend funeral of grandchild, aunt, uncle, nephew, niece, brother-in-law, sister-in-law, and cousin of the first degree.

SECTION 4.

Exceptions to this may be made where the funeral of the deceased is in another city and the member would be unable to return for his next scheduled tour of duty.

SECTION 5.

Each Employee may, with the approval and at the sole discretion of the Chief of Police, be granted special leave with pay whenever the Employee is able to secure a substitute Employee, provided:

- A. Such substitution does not result in the payment of any overtime or other costs by the Township;
- B. The efficiency of the Department is not diminished;
- C. The action of the Chief of Police shall not be subject to the Grievance Procedure.

SECTION 6. NOTIFICATION

All Bereavement Leave shall be authorized by and reported to the Chief of Police who shall in turn report such absence to the Township Administrator and the Director of Finance.

ARTICLE 20

DISABILITY LEAVE

SECTION 1. WORKER'S COMPENSATION

The Township shall provide worker's compensation benefits in accordance with law, specifically N.J.S.A. 34:15-1, et seq. Benefits shall be provided through insurance, a joint insurance fund, or self-insurance.

SECTION 2. TEMPORARY DISABILITY

Whenever an Employee is entitled to and is receiving worker's compensation temporary disability benefits, such employee may be granted a leave of absence by the Township Committee with full pay for two calendar weeks for each year of service, not to exceed fifty-two weeks. The Township Committee may, in its sole discretion, waive the years of service eligibility requirement.

SECTION 3. ASSIGNMENT OF BENEFITS

During the period in which the full salary or wages of any employee receiving worker's compensation temporary disability benefits are paid by the Township, any temporary disability payment received by the employee from worker's compensation benefits or social security disability benefits, or any other disability benefit provided by a program paid for by the Township shall be assigned to the Township. The employee shall

endorse over and deliver to the Township any such benefits paid to the employee.

SECTION 4. SICK LEAVE ALLOWANCE UNAFFECTED

An employee receiving or who receives worker's compensation temporary disability benefits shall not be charged sick leave accumulated as per Article 23, for days absent under worker's compensation disability.

SECTION 5. LUMP SUM AWARDS

Lump sum worker's compensation awards for permanent disability shall not be subjected to the assignment or reimbursement provisions of Section 3 above.

SECTION 6. BOARD OF PHYSICIANS

The Township also reserves the right to appoint a physician or a Board of Physicians mutually agreeable to both parties for the purpose of independent determination in cases of repeated disability absences or protracted periods of disability illness, or other justifiable reasons as to whether an Employee is physically able to return to work or is physically able to carry out his assigned duties and remain on the workforce or such other duties as the Chief of Police and/or the Township Administrator may assign.

ARTICLE 21

HOLIDAY LEAVE

SECTION 1.

Each regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties shall earn and accrue a maximum of twelve (12) holidays each calendar year at the rate of one (1) holiday per calendar month, subject to Section 3 below.

SECTION 2. HOLIDAYS

The following days only shall be recognized as paid Holidays for purposes of this Agreement for regular, full-time Employees:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

SECTION 3.

An Employee shall be paid at his/her regular daily rate of compensation for eight hours for all of the twelve (12) holidays listed in Section 2 herein above. Said compensation shall be added to and become a part of Employee's annual base salary and shall be paid accordingly as part of the Employee's regular paycheck.

ARTICLE 22

MILITARY LEAVE

SECTION 1.

A regular, full-time, permanent Employee who voluntarily enlists in the United States Armed Forces and who serves for not more than the period of such initial enlistment or for an additional period of enlistment, the total of which shall not exceed four (4) years, shall be entitled to re-employment benefits in accordance with the conditions specified in the Veteran's Re-employment Rights Law, Military Selective Service Act, or such other applicable federal laws, provided Employee makes application for re-employment within ninety (90) calendar days from date of discharge from military service.

SECTION 2.

A regular, full-time, permanent Employee who chooses work in the United States Armed Forces on a career basis, and who is not otherwise compelled to enlist or remain in the service, will not be given a Military Leave of Absence with accompanying rights to re-employment.

SECTION 3.

A regular, full-time, permanent Employee who enters service in the United States Armed Forces will be given a Military Leave of Absence without pay and accumulate seniority during such Leave, provided Employee quit his job for the sole purpose of



enlisting in the United States Armed Forces and not for finding suitable employment elsewhere.

SECTION 4.

A regular, full-time, permanent Employee on the seniority list inducted or recalled into the United States Armed Forces within the meaning of the Military Selective Service Act, or similar law in time of national emergency, shall be granted an indefinite Military Leave of Absence without pay, shall accumulate seniority during such period and such other rights as may be afforded Employee under the Veteran's Re-employment Rights Law, or such other applicable federal laws and shall be entitled re-employment benefits provided Employee makes application for re-employment within ninety (90) calendar days from date of discharge from military service, and in the case of reservists who serve on active duty, six (6) months or less application for re-employment shall be made within thirty-one (31) calendar days from date of discharge.

SECTION 5.

A. A regular, full-time, permanent Employee who is an enlistee, reservist and guardsman receiving a discharge or release that is "honorable", "general", or "under honorable" will be considered satisfactorily discharged.

B. Service leading to a discharge or release that is "other than honorable", "undesirable", for "bad conduct", or

"dishonorable" does not meet the statutory standard and will result in the veteran forfeiting re-employment rights.

SECTION 6.

If a regular, full-time, permanent Employee is rejected for service in the United States Armed Forces due to failure to meet physical or mental requirements, the Employee must report back to work the first business day after Employee returns from the induction center. However, if extenuating circumstances can be shown for a delay in reporting back, a greater period may be allowed.

SECTION 7.

- A. When a returning veteran applies for re-employment within the Bargaining Unit and is incapacitated to the extent that Employee cannot perform his former assignment or similar work in the opinion of the Township physician or designated Board of Physicians, the Township will make every effort to provide a job within the Bargaining Unit compatible with the Employee's capacity.
- B. If there is not work within the Bargaining Unit for the disabled veteran, his name shall be placed on a reserve list and he shall be recalled when such work within the Bargaining Unit as he can handle becomes available.

SECTION 8.

- A. Upon proper application to his Department Manager, a regular, full-time, permanent Employee in full-pay status performing assigned duties, who is a member of the organized militia of the Army, Navy, Air Force, Marine or National Guard may be granted fifteen (15) calendar days of leave each year to perform Annual Active Duty for Training or seventeen (17) calendar days if such Employee is assigned to Advanced Party Duty. Such compensation paid by the Township for this period shall be the difference between the base pay for Military Duty and the Employee's regular straight-time rate of pay. Township may request and receive proof of required service and of pay received by such Employee.
- B. A reservist may, at his option, use this period or part of it for his vacation and shall receive vacation pay for time so spent.

SECTION 9.

- A. All returning veterans shall undergo and pass a physical by the Township physician or designated Board of Physicians and provide copies of medical service records, if requested, before re-employment.
- B. This Article is to be construed that it is not the intent of the parties hereto require the Township to provide any right or assume any duties or obligations, monetary or otherwise,

other rights, duties and obligations specifically set forth in the Veteran's Re-employment Rights law or other applicable federal laws.

ARTICLE 23

SICK LEAVE

SECTION 1. DEFINITION

Sick Leave shall mean the absence from duty of a regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties because of illness, accident, or other health causes making Employee unable to perform his normal duties.

SECTION 2. SICK LEAVE DAYS

- A. All regular, full-time, permanent Employees shall earn and accrue eight (8) hours Sick Leave with pay for each full calendar month of employment for a maximum of ninety-six (96) hours per annum. Each Employee shall be permitted to accrue an unlimited amount of Sick Leave with pay during the tenure of his employment.
- B. Daily rate of pay is computed by totaling the Annual Base Salary, Merit Incentive Program Pay and Detective/Traffic Increment, if any, and dividing the sum by twenty-six (26) and dividing again by ten (10).

### SECTION 3. NOTIFICATION

All Sick Leave shall be reported to the Chief of Police on a form prescribed by the Township who shall, in turn, report in writing such absences to the Township Administrator and Director of Finance.

### SECTION 4. CERTIFICATION

Every absence on account of illness in excess of three (3) consecutive days must be certified by a written statement from an attending physician.

### SECTION 5. VERIFICATION

An Employee absent from work utilizing a day of Sick Leave with pay must be at home during the hours scheduled to work for which Employee is being paid and reported off sick except to go to the physician's office. The Township reserves the right to send a physician, visiting nurse, or other appropriate official to report on the condition of the Employee, or order the Employee, at Township's expense, to a physician of Township's choice to report on condition of Employee.

### SECTION 6. BOARD OF PHYSICIANS

The Township also reserves the right to appoint a physician or Board of Physicians for the purpose of independent determination in cases of repeated absences or protracted periods of illness, or other justifiable reasons as to whether

an Employee is physically able to carry out his duties and remain on the workforce at Township's expense.

SECTION 7. ADDITIONAL SICK LEAVE

In unusual cases of prolonged illness the Township Committee may, by resolution, grant Sick Leave at one-half (½) rate of pay to an Employee over the time allowed and available for use in Section 2. hereinbefore set forth in this Article to a maximum of twenty-six (26) additional weeks, such pay to be reduced by any Social Security Disability Benefits received or any other disability benefits received which are provided by a program paid for by the Township.

SECTION 8. ADVANCING OF SICK LEAVE

A regular, full-time, permanent Employee in full-pay status may, upon written request and recommendation of the Chief of Police and approval of Township Administrator, request an advance on earned Sick Leave of up to twelve (12) days or ninety-six (96) work hours of Sick Leave, provided said Employee reimburses Township for any unearned Sick Leave advanced in the event Employee's employment terminates prior to date necessary to earn the Sick Leave advanced to said Employee. An Employee denied approval of an advance on Sick Leave may request a review of the Township Administrator's decision by the Township Committee. Denial of approval by the

Township Committee of such request shall not be the basis of a grievance.

SECTION 9. SICK LEAVE DISALLOWED

Sick Leave with pay will not be allowed under the following conditions:

- A. If an Employee, when under medical care, fails to comply with the orders of the attending physician;
- B. If in the opinion of an examining physician retained under Township authorization discloses the Employee's illness is willfully self-imposed;
- C. If in the opinion of an examining physician retained under Township authorization discloses the illness is not of sufficient severity to justify the Employee's absence from duty;
- D. If the Employee is unable to perform his duties because of illness, accident or other health causes resulting from employment other than with the Township, but excluding the off-duty assignments and work details that are statutorily mandated that a police officer in uniform is required subject to the review and approval of the Chief of Police or his designated representative;
- E. Malingering.

SECTION 10. COMPLIANCE

Failure of an Employee to comply with any or all the provisions of this Article or other administrative procedures can result in loss of pay for days claimed and reported as Sick Leave for bona fide illness.

ARTICLE 24

TERMINAL LEAVE

SECTION 1. REGULAR TERMINAL LEAVE

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of New Jersey Police and Fire Retirement System ("PFRS") creditable service as a "Sworn Uniformed Police Officer"; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retired; and (4) been awarded a pension shall be entitled to Terminal Leave at the rate of two (2) days pay at the then current daily rate of pay for each complete year of PFRS creditable service with the Township's Police Department up to a maximum service credit time of twenty-five (25) years. No additional Terminal Leave credit shall be earned for any service time beyond twenty-five (25) years.



For all employees hired on or after January 1, 2014, a retired employee, satisfying the conditions of subsections one through three above, shall be entitled to Terminal Leave pay at the rate of two days pay at the then current daily rate of pay for each completed year of PFRS creditable service with the Township's Police Department up to a maximum of a total of 90 days Terminal Leave Pay for any and all Terminal Leave pay provided in Section one through Section six of this article.

All notices under this Article are to be furnished on or before February 1 of the year in which Terminal Leave is to be sought. Payment will be made on or before the expiration of two township budget cycles (but in no event more than 24 months) from the date the notice is furnished by the retiree.

#### SECTION 2. ADDITIONAL TERMINAL LEAVE

Each regular, full-time, permanent Employee fulfilling the eligibility requirements herein above set forth in Section 1 of this Article and credited with unused accumulated Sick Leave as defined in the Sick Leave Article of this Agreement shall be entitled to apply one such unused accumulated Sick Leave day for each four (4) days of unused accumulated Sick Leave days to his Terminal Leave. However, no Employee covered under this Agreement shall be entitled to apply more than thirty-two and one-half (32.5) days of unused accumulated Sick Leave days to his Terminal Leave.

SECTION 3. TERMINAL LEAVE FOR ACCIDENTAL DISABILITY PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates and is awarded an Accidental Disability Pension by the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury, shall be entitled to two (2) days of Terminal Leave for each complete year of creditable service with the Township's Police Department at the then current daily rate of pay.

SECTION 4. TERMINAL LEAVE FOR ORDINARY DISABILITY PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates after fifteen (15) years but less than twenty-five (25) years of creditable years of regular, full-time, permanent employment as a "Sworn Uniform Police Officer" and is awarded an Ordinary Disability Pension by the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury, shall be entitled to two (2) days of Terminal Leave for each complete year of creditable service with the Township's Police Department at the then current daily rate of pay.

SECTION 5. TERMINAL LEAVE FOR DEFERRED PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates after fifteen (15) years but less than twenty-five (25) years of creditable years of regular, full-time, permanent employment as a "Sworn Uniform Police

Officer", is eligible in all respects to a Deferred Pension benefit as defined by the New Jersey Department of the Treasury, retires, and is awarded a Deferred Pension, shall be entitled to two (2) days of Terminal Leave for each year of creditable service with the Township's Police Department at the then current daily rate of pay.

SECTION 6.

Any Regular Terminal Leave, Additional Terminal Leave, Administrative (Personal) Leave, Holiday Leave and Vacation Leave paid upon Employee's termination shall be based on the daily rate of pay in effect upon termination. Daily rate of pay shall be computed by totaling the Annual Base Salary, Merit Incentive Program Pay and Detective/Traffic Increment, if any, and dividing that by twenty-six (26) and dividing again by ten (10).

SECTION 7.

Subject to Section 8 of this Article, all employees hired on or after January 1, 2014, who complete their 25<sup>th</sup> year of creditable PFRS service time, shall be entitled to receive 120 days' pay in lieu of all terminal leave pay provided in this Article as long as they physically retire no more than 180 days beyond the completion of their 25<sup>th</sup> year.

With exception to the employees identified on Schedule E, all employees hired before January 1, 2014, who complete their 25<sup>th</sup>

25<sup>th</sup> year of creditable PFRS service time, shall be entitled to receive 200 days' pay in lieu of terminal leave pay provided in this Article, as long as they physically retire no more than 180 days beyond the completion of their 25<sup>th</sup> year. As to those employees identified on Schedule E, those employees shall have six months from the date of the ratification of the within agreement to elect to retire so as to receive 200 days' pay in lieu of terminal leave pay provided in this Article. In such case, those employees identified on Schedule E shall be entitled to receive pay at the daily rate of pay as of January 1, 2014. Other than employees identified on Schedule E, any employee who retires after the one hundred eightieth (180<sup>th</sup>) day beyond their twenty-fifth (25<sup>th</sup>) year, shall only be entitled to the Terminal Leave benefits as provided in Sections 1 through 6 of this article. All notices under this Article are to be furnished on or before February 1 of the year in which Terminal Leave is to be sought. Payment will be made on or before the expiration of two township budget cycles (but in no event more than 24 months) from the date the notice is furnished by the retiree.

SECTION 8. With the exception of those employees listed on Schedules E and F, in order to be entitled to any Terminal Leave pay in this Article, the employee must have completed 20

years of PFRS creditable Service with the Township's Police Department.

ARTICLE 25

VACATION LEAVE

SECTION 1.

Each regular, permanent, full-time Employee in full-pay status actively performing assigned duties shall earn and accrue Vacation Leave with pay in accordance with the following schedule:

<u>Amount of Service</u>	<u>Amount of Vacation Leave</u>
After Completing 1 Year	Fifteen (15) work days or one hundred twenty (120) work hours
After Completing 8 Years	Twenty (20) work days or one hundred sixty (160) work hours
After Completing 16 Years	Twenty-five (25) work days or two hundred (200) work hours
After Completing 25 Years	Thirty (30) work days or two hundred forty (240) work hours

SECTION 2.

Each regular, full-time, permanent Employee in full-pay status actively performing assigned duties shall earn and accrue Vacation Leave with pay for each full calendar month and complete anniversary year of continuous creditable service as a

"Sworn Uniform Police Officer" with the Township's Police Department as follows:

<u>Amount of Service</u>	<u>Work Days/Hours Earnable And Accruable Per Calendar Month</u>	<u>Maximum Work Days/Hours Earnable And Accruable Per Anniversary Year</u>
0 Thru 7 Years (continuous)	1.25 work days or or ten (10) work hours	Fifteen (15) work days or one hundred twenty 120) work hours
8 Thru 15 Years (continuous)	1.75 work days or fourteen (14) work hours	Twenty (20) work days or one hundred sixty 160) work hours
16 Or More Years (continuous)	2.25 work days or eighteen (18) work hours work hours	Twenty-five (25) work days or two hundred (200)
Completion Of 25th Year	2.50 work days or twenty (20) work hours	Thirty (30) work days or two hundred forty 240) work hours

SECTION 3.

A. Vacation Leave with pay cannot be taken for the first time until after the first anniversary date of employment following date of hire.

B. Vacation Leave with pay cannot be taken for the second time until after the second anniversary date of employment following date of hire.

SECTION 4.

An Employee in order to be eligible for Vacation Leave with pay must be a regular, full-time, permanent Employee in full-pay status actively performing assigned duties, completed years of

service must be continuous and creditable, and the number of years of continuous service shall be determined as of the date of employment of each year.

SECTION 5. NOTIFICATION

All Vacation Leave shall be reported to the Chief of Police on a form prescribed by the Township who shall in turn report in writing such absences to the Township Administrator and Director of Finance.

ARTICLE 26

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

SECTION 1.

The Township shall provide to each regular, full-time, permanent Employee a Group Term Life and Accidental Death and Dismemberment Insurance Policy with double-indemnity in the face amount of ten thousand dollars (\$10,000.00).

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans as long as substantially similar or greater benefits are provided.

ARTICLE 27

DENTAL INSURANCE

SECTION 1.

Effective upon the date of ratification of the within agreement, the Township shall provide each regular, full-time, permanent employee and his/her dependents in the immediate family with dental insurance that provides for costs for coverage to be paid as follows: 80% by employer, 20% by employee, for preventive treatment; 50% by employer, 50% by employee, for major treatment; and 50% by employer, 50% by employee, for basic coverage, with a maximum of one thousand five hundred dollars (\$1,500) per eligible patient per calendar year for major, preventive and basic benefits and a lifetime maximum of five hundred dollars (\$500) per patient for orthodontic benefits.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

SECTION 3.

The Township further reserves the right to establish and administer a self-insurance dental fund or use a third party administrator provided that:



- A. Whether the Township self-administers the Self Insurance Fund or uses a third party to administer the Self Insurance Fund that the medical benefits will remain substantially similar or greater; and
- B. A representative of the Bargaining Unit will sit as a member of the Committee to explore, investigate and evaluate establishing a Self-Insurance Fund prior to the establishment of a Self-Insurance Fund.

ARTICLE 28

HEALTH INSURANCE

SECTION 1.

- A. Effective upon the date of ratification of the within agreement, subject to Chapter 78, Public Law 2011 ("Chapter 78") governing the obligations of contributions by employees, the Township shall provide each regular, full time, permanent employee and the dependents of the Employee's immediate family a Group Major Medical Insurance Plan through the NJ DIRECT 15 Plan maintained by the State Health Benefits Plan ("SHBP").
- B. Effective as of the date of this Agreement, subject to Chapter 78, with respect to dependent children who "age out" of the Township's current coverage, the employee shall have the option to enroll such dependent children at the

employee's expense until the dependent reaches the age of twenty-six (26) years old as the maximum permitted under the Affordable Care Act ("ACA").

C. Subject to Chapter 78, the Township shall pay the cost of NJ DIRECT 15 Plan maintained by SHBP.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE 29

PRESCRIPTION INSURANCE

SECTION 1.

Effective upon the date of ratification of the within agreement, the Prescription Plan provided to all employees covered by this Agreement shall be the NJ DIRECT 15 Plan maintained by the SHBP. Chapter 78 governs the obligations of contributions, if any, by employees.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

SECTION 3.

The Township further reserves the right to establish and administer a self-insurance prescription fund or use a third party administrator provided that:

- A. Whether the Township self-administers the Self Insurance Fund or uses a third party to administer the Self Insurance Fund that the medical benefits will remain the same.

ARTICLE 30

RETIREE MEDICAL BENEFITS

SECTION 1.

Each regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of PFRS creditable service as a "Sworn Uniform Police Officer"; (2) become eligible in all respects for pension benefits in accordance with rules and regulations of the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retired; and (4) been awarded a pension shall be entitled to medical benefits while in retired status as set forth in this Article. For purposes of this Article, "medical benefits" includes group major medical insurance, prescription and dental insurance coverage.

SECTION 2. FOR EMPLOYEES RETIRING ON OR AFTER JANUARY 1, 1978

A. Subject to Chapter 78 regarding the obligation of retirees to contribute toward a portion of their health insurance premium, and subject to the requirements of Section 2(G) of this section in this Agreement, the Township agrees to contribute toward the SHBP as follows: Four percent (4%) of the monthly premium for each complete year of PFRS creditable service for each employee, up to a maximum of 25 years, who retires on or after January 1, 2014, in the manner set forth in Section 1 herein, and for that employee's eligible dependents at the time of retirement.

B. Dental Insurance

The Township agrees to contribute toward the Dental Coverage as follows: Four percent (4%) of the monthly premium for each complete year of PFRS creditable service for each employee, up to a maximum of 25 years, who retires on or after January 1, 2014, in the manner set forth in Section 1 herein, and for that employee's eligible dependents at the time of retirement.

C. In the event the Retiree predeces his or her spouse in death and the spouse has not remarried, the spouse and immediate dependents may continue to participate in the aforesaid Township contracted group insurance plan(s) under the same arrangements as set forth in Sections 2A, B and C herein, but the spouse of the retiree ceases to be eligible to

participate commencing the month the spouse (and any eligible dependents) celebrate(s) their sixty-fifth (65<sup>th</sup>) birthday.

- D. For existing employees hired as of the date of the ratification of this agreement, the Township's obligation to contribute toward any health care premium and/or dental insurance premium shall terminate upon that retiree becoming eligible to participate in any medical insurance plan and/or dental plan through a place of employment (including, but not limited to, his own employer or the retiree's spouse). In the event the retiree or the retiree's spouse is no longer entitled to participate in any medical insurance plan and/or dental plan through a place of employment, the retiree is eligible to re-enroll to receive this benefit again upon proof of eligibility.
- E. For employees hired on or after January 1, 2014, the Township's obligation to contribute toward any health care premium and/or dental insurance premium shall terminate upon that retiree becoming Medicare eligible. The Township agrees to reimburse said retirees' payments for Medicare Part B and D payments only.
- F. The PBA and the Township understand and acknowledge that the Township reserves all rights at law or in equity to verify eligibility for current and future retirees to

receive benefits provided in this Article, with regard to the retirees themselves and their dependents and/or spouses, as the case may be.

G. In the case of a retired Employee entering into a post-retirement marriage, the cost of all benefits for the retired Employee's spouse and the spouse's dependents shall be borne by the retired Employee and not the Township.

With the exception of all those current employees listed on Schedules E and F, in order to be entitled to any benefit under this Article, employees hired after January 1, 2014 must have completed 20 years of PFRS creditable Service with the Township's Police Department in addition to the requirements set forth in Section 1 of this Article 30.

## ARTICLE 31

### DEATH BENEFITS

#### SECTION 1.

Any regular, full-time, permanent Employee who dies while in the employ of the Township, then and in that event, their beneficiaries will receive payment for the following benefits earned and accrued by the deceased Employee:

- A. Accrued Sick Leave;
- B. Accrued Vacation Leave;
- C. Accrued Holiday Leave;

- D. Accrued overtime hours for which compensation has not been received;
- E. Accrued Administrative (Personal) Leave; and
- F. Any such other benefits as may have accrued under the terms of this Agreement.

SECTION 2.

- A. In the event of the death of a regular, full-time, permanent Employee covered under this Agreement who dies in the line of duty, the surviving spouse shall receive at Township expense the then current Dental, Hospitalization and Prescription Plan benefits until the surviving spouse's remarriage, surviving spouse's death, until youngest surviving child reaches the maximum year of coverage provided by the plan(s), whichever shall first occur, but in any event benefits will terminate the month spouse celebrates sixty-fifth (65<sup>th</sup>) birthday.
- B. The surviving spouse shall be obligated to complete annually all Enrollment, Coordination of Benefit, and such other forms as may be required by health plan carriers. Failure to complete forms could result in loss of benefits.

ARTICLE 32

DISABILITY MEDICAL BENEFITS

SECTION 1.

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties shall be eligible for a Group Hospitalization, Medical-Surgical and Major Medical Insurance Policy as a disability medical benefit under the circumstances and conditions outlined in this Article as follows:

- A. The Township shall contribute one hundred percent (100%) of the monthly premium for Employee and immediate dependents for each Employee declared eligible by the Board of Trustees of the PFRS for accidental disability retirement.
- B. The Township shall contribute seventy-five percent (75%) of the monthly premium for an Employee and immediate dependents for each Employee with five (5) or more years of creditable service as a "Sworn Uniform Police Officer" permanently and totally disabled including a cardiovascular, pulmonary, muscular-skeletal or stroke condition as a direct result of a non-traumatic event occurring during and as a result of the performance of regular or assigned duties, and that such disability was not the result of Employee's willful negligence and that such Employee is mentally or physically incapacitated for the performance of his usual duty and of



any other available duty in the Department that the Township is willing to assign an Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

C. The Township shall contribute fifty percent (50%) of the monthly premium for an Employee for each Employee with five (5) or more years of creditable service as a "Sworn Uniform Police Officer" permanently and totally disabled as a result of a non-job related event not occurring during and as a result of the performance of regular or assigned duty, and that such Employee is mentally or physically incapacitated for the performance of his usual duty and of any other available duty in the Department that the Township is willing to assign an Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

D. The Township shall contribute twenty-five percent (25%) of the monthly premium for an Employee for each Employee with five (5) or more years of creditable service as a "Sworn Uniform Police Officer" permanently and totally disabled as a direct result of a non-job related event and while working for someone other than the Township of Cranford, and that such Employee is mentally or physically incapacitated for the performance of his usual duty and of any other available

duty in the Department that the Township is willing to assign to Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

SECTION 2.

- A. An Employee who becomes disabled and files an application for an Ordinary Disability Pension to the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury, may submit a Letter of Intent to the Township Committee requesting Disability Medical Benefits indicating the disability classification being requested and the reasons therefore. Employee must submit any and all medical records requested by the Township Committee.
- B. In the event Employee is dissatisfied with the disability classification determination by the Township Committee, an Employee may appeal to a Hearing Board appointed by the Township Committee consisting of a member of the Township Committee, a member of the Bargaining Unit and two mutually agreed upon citizens appointed for a three-year term. The Employee must submit, if requested by the Township, to a medical examination and evaluation by a mutually agreed upon physician or Board of Physicians.
- C. The findings of the Hearing Board are final and binding and

not subject to appeal. Employee must sign a Letter of Acceptance to the findings of the Hearing Board in order to be eligible for the disability medical benefits.

### ARTICLE 33

#### MUTUAL AID DISABILITY BENEFITS

##### SECTION 1.

The Township will provide regular, full-time, permanent Employees in full-pay status actively at work performing assigned duties all appropriate benefits when rendering assistance to a neighboring municipality under proper authority in accordance with N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1 and N.J.S.A. 40A:14.156.3, as amended.

##### SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

### ARTICLE 34

#### EMERGENCY MEDICAL TECHNICIAN (EMT)

##### SECTION 1. DEFINITION

An Emergency Medical Technician (EMT) assigned to the Emergency Medical Services system shall handle all medical type emergencies in the manner prescribed by the New Jersey State

Department of Health. EMTs are to achieve and maintain certification, employing any new changes endorsed by the State Department of Health in their treatment of patients. The EMT is to uphold the highest standards of public service fulfilling the goals of the Township, county, state or federal governments.

SECTION 2. ASSIGNMENT

- A. The Chief of Police shall have sole responsibility for making the determination as to which employees of the department will be assigned as EMT(s).
- B. The Chief of Police and the Township Administrator shall have responsibility for jointly determining the number of EMTs to be assigned at the police department.
- C. Each police department employee maintaining EMT certification shall receive an annual stipend of \$1,000.00, if assigned by the Chief of Police in accordance with the provisions of section A of this subsection.
- D. All EMTs shall be inoculated against Hepatitis B at the Township's expense, prior to beginning of assignment. While in the performance of assigned duties, should any EMT have reason to believe that he/she has come in contact with a person who has a communicable disease, EMT may request that the Township of Cranford assist in determining whether or not exposure has occurred. If it is determined that

exposure has occurred, or should it not be determined but still suspected, EMT may request medical monitoring. Said monitoring costs shall be borne by the Township.

#### ARTICLE 35

##### LEGAL AID

The Township will provide legal aid to all Employees covered under this Agreement in accordance with N.J.S.A. 40A:14-155, as amended.

#### ARTICLE 36

##### EXISTING BENEFITS

Benefits provided to Employees covered under this Agreement in terms of salaries and other fringe benefits which are embodied in municipal ordinances and resolutions shall be continued for the life of this Agreement.

#### ARTICLE 37

##### SEVERABILITY

If any provision of this Agreement or any application of this Agreement to an Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 38

FULLY BARGAINED PROVISIONS

SECTION 1.

It is understood that the within 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 by either or both of the parties at the same time they negotiated or signed this Agreement. The Township, however, reserves the right to reopen the Agreement in the event the United States Congress enacts legislation or the federal judiciary system renders a decision that impacts on the application or operation of this Agreement or the PBA in the event the New Jersey Legislature enacts "twenty and out" retirement legislation.

SECTION 2.

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

SECTION 3.

It is further understood that this Agreement has been negotiated in accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended.

ARTICLE 39

DURATION

THIS AGREEMENT shall be in full force and effect as of January 1, 2014 and shall terminate on December 31, 2017 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Cranford, New Jersey on this day of 18<sup>th</sup> of November, 2014.

PATROLMEN AND DETECTIVE  
PATROLMEN BARGAINING UNIT  
POLICEMENS' BENEVOLENT  
ASSOCIATION, LOCAL #52

TOWNSHIP OF CRANFORD  
UNION COUNTY, NEW JERSEY

*Matthew Nazarko* Delegate  
BY: *Thomas Bell*  
~~ROBERT MONTAGUE~~ Thomas Bell  
Cranford PBA Local #52

BY: *Andis Kalnins*  
ANDIS KALNINS, MAYOR

ATTEST:

ATTEST:

*Derek Forbonec*  
Derek Forbonec

*Tara Rowley*  
TOWNSHIP CLERK



SCHEDULE "A"

EMT

INCREMENT INCREASE FOR EMT

The annual salary of a Patrolman shall be the salary as shown in "Schedule D" as hereinafter attached to the Agreement plus an additional total increment as also shown below, said annual incremental increase to be included in bi-weekly pay and in base pay for computing pension benefits, Holiday pay and Vacation pay.

Additional Grade

Annual Increment

EMT Certificate Obtained	\$ 1,000.00
(prorated as of month certificate obtained)	
Maintaining Certificate - Annually	\$ 1,000.00

SCHEDULE "B"

DETECTIVE PATROLMEN

SECTION 1. ASSIGNMENT

The Chief of Police has the sole and exclusive responsibility for the assignment, continuation of assignment, and re-assignment of a Patrolman to the duty of Detective and shall be responsible for determining and setting the selection criteria for assignment to the duty of Detective. Assignment to, continuation in, and re-assignment of a Patrolman to the duty of Detective shall be made by and at the discretion of the Chief of Police or his designated representative(s), subject to policies established by the Township Committee.

SECTION 2. INCREMENT INCREASE COMPUTATION

The annual salary of a Patrolman assigned the duty of Detective shall be the salary as shown in "Schedule D" as hereinafter attached to the Agreement plus an additional total increment as also shown in this Schedule "B", said annual incremental increase to be included in bi-weekly pay and in base pay for computing pension benefits, Holiday pay and Vacation pay. The Total Additional Annual Increment for each

of the years of this Agreement shall be as follows: 2014--  
\$3,250.00; 2015--\$3,250.00; 2016--\$3,250.00; 2017--\$3250.00.

SECTION 3. OVERTIME

Overtime hourly rate is one and one-half (1½) times the hourly rate for base, merit incentive, and additional increment for Detective Patrolman.

SCHEDULE "C"

TRAFFIC INVESTIGATOR

SECTION 1. ASSIGNMENT

The Chief of Police has the sole and exclusive responsibility for the assignment, continuation of assignment, and re-assignment of a Patrolman to the duty of Traffic Investigator and shall be responsible for determining and setting the selection criteria for assignment to the duty of Traffic Investigator. Assignment to, continuation in, and re-assignment of a Patrolman to the duty of Traffic Investigator shall be made by and at the discretion of the Chief of Police or his designated representative(s), subject to policies established by the Township Committee.

SECTION 2. INCREMENT INCREASE COMPUTATION

The annual salary of a Patrolman assigned the duty of Traffic Investigator shall be the salary as shown in "Schedule D" as hereinafter attached to the Agreement plus an additional total increment as also shown in this Schedule "C", said annual incremental increase to be included in bi-weekly pay and in base pay for computing pension benefits, Holiday pay and Vacation pay. The Total Additional Annual Increment for each

of the years of this Agreement shall be as follows: 2014--  
\$3,250.00; 2015--\$3,250.00; 2016--\$3,250.00; 2017--\$3250.00.

SECTION 3. OVERTIME

Overtime hourly rate is one and one-half (1½) times the hourly rate for base, merit incentive, and additional increment for Traffic Investigator.

SALARY SCHEDULES FOR 2014, 2015, 2016 AND 2017 ARE ATTACHED AS SCHEDULE D BELOW.

# **SCHEDULE D**

FILE: PBAPOCONTRACT  
DATE: 08/05/14

**SECTION 1.**

The following per annum salaries shall be effective January 1, 2014 for Patrol Officers:

	Base Salary	One-Time Increase	Total Base	Holiday Pay	Total Pay
Academy*	\$ 33,645.22	N/A	\$ 33,645.22	N/A	\$ 33,645.22
Probationary**	\$ 45,831.85	N/A	\$ 45,831.85	\$ 2,115.32	\$ 47,947.16
1st Grade	\$ 45,911.79	\$ 1,000.00	\$ 46,911.79	\$ 2,165.16	\$ 49,076.95
2nd Grade	\$ 50,358.41	\$ 2,000.00	\$ 52,358.41	\$ 2,416.54	\$ 54,774.95
3rd Grade	\$ 56,326.33	\$ 3,000.00	\$ 59,326.33	\$ 2,691.98	\$ 62,018.31
4th Grade	\$ 60,784.93	\$ 4,000.00	\$ 64,784.93	\$ 2,990.07	\$ 67,775.00
5th Grade	\$ 66,764.84	\$ 5,000.00	\$ 71,764.84	\$ 3,312.22	\$ 75,077.07
6th Grade	\$ 88,660.53	\$ 6,000.00	\$ 94,660.53	\$ 4,398.95	\$ 99,029.48

**SECTION 2.**

The following per annum salaries shall be effective January 1, 2015 for Patrol Officers:

	<b>Base Salary</b>	<b>Holiday Pay</b>	<b>Total Pay</b>
<b>Academy*</b>	<b>\$ 34,149.90</b>	<b>N/A</b>	<b>\$ 34,149.90</b>
<b>Probationary**</b>	<b>\$ 46,519.33</b>	<b>\$ 2,147.05</b>	<b>\$ 48,666.38</b>
<b>1st Grade</b>	<b>\$ 47,615.47</b>	<b>\$ 2,197.64</b>	<b>\$ 49,813.11</b>
<b>2nd Grade</b>	<b>\$ 53,143.79</b>	<b>\$ 2,452.79</b>	<b>\$ 55,596.58</b>
<b>3rd Grade</b>	<b>\$ 56,326.33</b>	<b>\$ 2,691.98</b>	<b>\$ 61,018.31</b>
<b>4th Grade</b>	<b>\$ 65,756.70</b>	<b>\$ 3,034.92</b>	<b>\$ 68,791.62</b>
<b>5th Grade</b>	<b>\$ 72,841.31</b>	<b>\$ 3,361.91</b>	<b>\$ 76,203.22</b>
<b>6th Grade</b>	<b>\$ 96,080.44</b>	<b>\$ 4,434.48</b>	<b>\$ 100,514.92</b>



**SECTION 3.**

The following per annum salaries shall be effective January 1, 2016 for Patrol Officers:

	<b>Base Salary</b>	<b>Holiday Pay</b>	<b>Total</b>
<b>Academy*</b>	\$ 34,747.52	N/A	\$ 34,747.52
<b>Probationary**</b>	\$ 47,333.42	\$ 2,184.62	\$ 49,518.04
<b>1st Grade</b>	\$ 48,448.74	\$ 2,236.10	\$ 50,684.84
<b>2nd Grade</b>	\$ 54,073.81	\$ 2,405.71	\$ 56,669.52
<b>3rd Grade</b>	\$ 59,347.04	\$ 2,739.09	\$ 62,086.13
<b>4th Grade</b>	\$ 66,907.44	\$ 3,088.04	\$ 69,995.48
<b>5th Grade</b>	\$ 74,118.03	\$ 3,420.74	\$ 77,538.77
<b>6th Grade</b>	\$ 97,781.85	\$ 4,512.09	\$ 102,273.94

**SECTION 4.**

The following per annum salaries shall be effective January 1, 2017 for Patrol Officers:

	Base Salary	Holiday Pay	Total
Academy*	\$ 35,355.60	N/A	\$ 35,355.60
Probationary**	\$ 48,161.75	\$ 2,222.85	\$ 50,384.60
1st Grade	\$ 49,296.59	\$ 2,276.23	\$ 51,571.82
2nd Grade	\$ 55,020.10	\$ 2,539.39	\$ 57,559.49
3rd Grade	\$ 60,395.61	\$ 2,767.03	\$ 63,172.64
4th Grade	\$ 68,076.32	\$ 3,142.08	\$ 71,220.40
5th Grade	\$ 75,413.06	\$ 3,480.60	\$ 78,893.66
6th Grade	\$ 99,472.68	\$ 4,591.05	\$ 104,063.73

\* Academy rate shall apply to any new Employee who had not completed the academy prior to employment and shall continue until such time as Employee finishes the academy

\*\* Probationary rate shall apply to any new Employee during the first calendar year of employment with the Township who has either: 1) completed academy training prior to employment with the Township; or successfully completed the academy after being hired by the Township as a new Employee. In either case, however, Employee shall move to the 1st Grade as of Employee's first anniversary date.

# **SCHEDULE E**

## **Exhibit E**

**Members of Cranford PBA Local # 52 allowed 6-month  
grace period for Special Terminal Leave  
(must retire within 6 months of contract ratification):**

**Stephen Wilde**

**Anthony Dobbins**

# **SCHEDULE F**

## Exhibit F

### Members of Cranford PBA Local # 52 hired on or before 01/01/2014:

Michael Andrews  
Thomas Bell  
John Colineri  
Steven D'Ambola  
Edward Davenport  
Christopher DiFabio  
Anthony Dobbins  
Daniel Donnerstag  
Michael Dubitsky  
Spencer Durkin  
Derek Farbanec  
Patrick Fay  
Gregory Federici  
Thomas Feeney  
Ryan Greco  
Peter Graczyk  
Nelson Hearn JR  
John Heesters  
Sean Holcomb  
Nadia Jones  
Brian Lopez  
Russell Luedecker  
Craig Marino

Robert Montague  
Matthew Nazzaro  
Daniel Norton  
Timothy O'Brien  
Guy Patterson  
Eugene Perrotta  
William Pietrucha  
Christopher T. Polito  
Gerard Quinn  
John Rattigan  
Kelly Rieder  
Matthew Siessel  
Thomas Stiansen  
Joseph Stulpin  
John Swandrak  
Steven Toy  
Joseph Van Bergen  
F. Richard Vitale  
Brian Wagner  
Stephen Wilde  
Frank T. Williams  
James Wozniak  
(45 members)