

AGREEMENT

Between

TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY

and

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

January 1, 1993

through

December 31, 1995

52.

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DESIGNATION OF PARTIES

THIS AGREEMENT is entered into this day
of , 1993 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 "P.B.A." 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 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 P.B.A. 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, Deputy Chief(s) of Police, Deputy(s) to the Chief of Police, Assistant Chief(s) 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.

- A. The Union recognizes that 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.
- B. The Township has and is vested with all the customary and usual rights, powers, functions and authority of management.
- C. 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 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 the 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 and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of 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 against 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.

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 P.B.A. 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 P.B.A. 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 P.B.A. 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 or emergency or rescue activity is in progress.

SECTION 2.

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

SECTION 3.

The P.B.A. agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned. The P.B.A. 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 or damages, or both, in the event of such breach by the P.B.A. or its members.

ARTICLE 6

MAJORITY BARGAINING AGENT RIGHTS AND DUTIES

SECTION 1.

The Township shall permit members of the P.B.A. 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 P.B.A. 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 of Police Department to its proper effectiveness.

SECTION 3.

The Township agrees to grant to the members of the P.B.A. who are selected as State Delegate and Alternate State Delegate time off without loss of pay to attend any New Jersey State P.B.A. Convention as provided under N.J.S.A. 40A:14-177.

SECTION 4.

The P.B.A. 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 P.B.A. selected as State Delegate shall be granted time off without loss of pay to attend State P.B.A. 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 31st 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 that 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 P.B.A. or the Township. Grievance(s) are limited to matters of interpreta-

tion 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 P.B.A. 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 Executive Board of the P.B.A. and an earnest effort shall be made to settle the differences between the Township and the P.B.A. 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) workdays following failure by the parties to resolve the 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 articles. 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, a representative from the P.B.A. 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 in 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 P.B.A. shall attempt to agree on an arbitrator. If the Township and the P.B.A. 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 P.B.A. 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 P.B.A. 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 P.B.A. 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 P.B.A. and the aggrieved Employee(s), if any, shall sign the P.B.A.'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 P.B.A. 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 P.B.A. 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 P.B.A. 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 not 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, fulltime, 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 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 he is in such 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.

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- 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 quite; 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

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- 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 from duty for more than five (5) working days for reasons other than Sick Leave or Vacation 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

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the order of or settlements 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 work day shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties concerned.
- B. The work week shall consist of five (5) consecutive working days.
- 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 work day shall consist of twelve (12) consecutive hours within a twenty-four (24) hour period.
- B. The work week 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 schedules 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 salary schedule for all Employees covered under this Agreement shall be set forth as in Schedule "A" which is attached hereto and made a part hereof.

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 (1 1/2) 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 (1 1/2) 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 (1 1/2) 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.

All overtime pay shall be paid semi-annually according to the following schedule:

- A. January 1st through June 30th - first pay in July.
- B. July 1st through December 15th - last pay in December.

Any overtime worked during the last sixteen (16) days in December shall be accrued and paid over at the rate of pay when worked with the first pay in the succeeding July.

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' qualify 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 qualify 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 (1 1/2) times the Employee's regular rate of pay.

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 (1 1/2) Employee's regular rate of pay and shall be guaranteed a minimum of one (1) hour overtime to be paid.

ARTICLE 15

MERIT INCENTIVE PROGRAM

SECTION 1.

In addition to the annual salary, a Merit Incentive step payment program is hereby instituted for all Fourth (4th) Grade Patrolmen. Such Merit Incentive step payment shall be determined according to the following schedule and implemented in accordance with Schedule "A".

A. For period starting January 1, 1993:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$24.50	\$ 735.00
2nd	45	24.50	1,102.50
3rd	70	24.50	1,715.00
4th	90	24.50	2,205.00
5th	110	24.50	2,695.00
6th	120	24.50	2,940.00
7th	140	24.50*	3,430.00
8th	160	24.50*	3,920.00

B. For period starting January 1, 1994:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$25.00	\$ 750.00
2nd	45	25.00	1,125.00
3rd	70	25.00	1,750.00
4th	90	25.00	2,250.00
5th	110	25.00	2,750.00
6th	120	25.00	3,000.00
7th	140	25.00*	3,500.00
8th	160	25.00*	4,000.00

C. For period starting January 1, 1995:

Incentive Step	Points Required	Dollar Value Per Point	Additional Compensation
1st	30	\$26.00	\$ 780.00
2nd	45	26.00	1,170.00
3rd	70	26.00	1,820.00
4th	90	26.00	2,340.00
5th	110	26.00	2,860.00
6th	120	26.00	3,120.00
7th	140	26.00*	3,640.00
8th	160	26.00*	4,160.00

* Must have obtained a minimum of an Associates Degree to qualify for this additional compensation.

SECTION 2.

The Merit Incentive points are to be awarded as follows:

- A. Prior to January 1, 1973 each class hour at approved courses of more than ten (10) hours conducted by state, federal or other training agencies outside of the Departmental in-service training programs and initial recruit academy training - 1/20 point.
- B. After January 1, 1973 each class hour at approved courses of more than ten (10) hours conducted by state, federal or other training agencies outside of the Departmental in-service training programs and initial recruit academy training - 1/15 point.
- C. Each full year of service in the Department - 1 point.
- D. Each approved semester hour credit obtained in a college, technical institute or other institution of higher learning in courses prescribed by the Chief of Police with approval of the Township Committee - 1 point.
- E. Qualifying average mark of eighty (80) or above in annual in-service training examinations - 1 point.

F. Recognized hours obtained in correspondence courses prescribed by the Chief of Police with approval of the Township Committee. Points to be assigned each course prior to the commencement of said course - range: from 2 to 6 points.

G. Associates Degree - 15 points.

H. Associates Degree in Police Science - 25 points.

I. Baccalaureate Degree - 35 points.

J. Baccalaureate Degree with Police Field Major - 50 points.

However, the maximum number of points that can be amassed for any degree or combination of degrees is 50 points.

K. From 0 to 4 points (merit) annually for Superior Officers Merit Rating.

L. All Police Officers appointed prior to the enactment of Ordinance No. 69-21 shall be awarded, one time and one time only, points on the following basis:

- 1. For each year of service - 1 point.
- 2. Merit rating for each year of service - 2 points.
- 3. In-service training for each year of service - 1 point.
- 4. For each hour completion of approved course as submitted by the Chief of Police - 1 to 20 points.

SECTION 3.

Points shall accumulate from date of appointment. Points earned during the period January 1st through December 31st are added and applied to the accumulated point total in the succeeding year for any additional compensation due in accordance with schedule set forth hereinabove. However, the additional compensation to be added to the base set forth in Schedule "A" shall not commence until completion of service as a Third Grade Patrolman.

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SECTION 4.

- A. Township will establish a panel consisting of the Township Administrator, Chief of Police, a Superior Officer Bargaining Unit representative, a Patrolman and Detective Patrolman Bargaining Unit representative, a floating panel member, preferably of the Education field to establish recommended higher education courses, non-college courses, continuing education courses, seminars, etc., to help further and prepare Employee to carry out duties and responsibilities.
- B. Courses other than higher education courses that an Employee would be expected to attend would be scheduled at times that would impose the use of the least amount of off-duty hours feasible subject to the availability and needs of instructors.
- C. The Township would assume registration and enrollment costs of non-higher education course, seminars, etc.

ARTICLE 16

CLOTHING AND UNIFORM ALLOWANCE

SECTION 1.

Each regular, fulltime, permanent Employee in full-pay status actively at work performing assigned duties shall receive a clothing and uniform allowance of five hundred twenty-five dollars (\$525.00) for calendar year 1993; five hundred fifty dollars (\$550.00) for calendar year 1994; and five hundred seventy-five dollars (\$575.00) for calendar year 1995 to purchase clothing and uniforms to be worn performing police duties. Allowance is to be paid in a lump sum thirty (30) days after adoption of the budget

but no later than June 30th. Employee is to provide receipts and proof of purchase to the Chief of Police for entire yearly amounts.

SECTION 2.

The Chief of Police shall prescribe the rules and regulations regarding what constitutes a dress and/or work uniforms, 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.

SECTION 5.

Commencing January 1, 1993 and thereafter, all police officers shall be entitled to use their clothing allowance to purchase a bullet-proof vest of the officer's preference with the proviso that the Chief of Police is satisfied with the condition of the officer's uniform. It shall be the responsibility of the Township to pay for the complete uniform and equipment required of all newly-hired police officers.

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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 or Vacation Leave. 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 or 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 therefore.

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 expressed and 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 regular, fulltime, permanent Employee in full-pay status actively at work performing assigned duties shall be entitled to twenty-four (24) hours of Administrative Leave of absence with pay in each calendar year. Administrative Leave may be used for:

- A. Emergencies;
- B. Observation of religious or other days of celebration, but not holidays;
- C. Personal business; or
- D. Other personal affairs.

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 fulltime service, twenty-four (24) hours of Administrative Leave may be taken between January 1st and December 31st inclusive.

SECTION 3. PRIORITY

Priority in granting such Administrative Leave request shall be:

- A. Emergencies;
- B. Observation of religious or other days of celebration, but not holidays;
- C. Personal business; and
- D. Other personal affairs.

SECTION 4. ADMINISTRATION

A. Administrative Leave shall be granted by the Chief of Police upon request of the Employee provided that:

- 1. Request is in writing;
- 2. Request is submitted at least five (5) working days in advance of the day Administrative Leave is to be taken;
- 3. Such Administrative Leave shall impose no additional cost to the Township;
- 4. Efficiency of the Police Department will not be impaired or diminished or cause a serious manpower shortage, such determination to be made by the Chief of Police.

In cases of emergency, five (5) working days notice may be waived by the Chief of Police.

B. Policies concerning Administrative (Personal) Leave shall be agreed upon by the Chief of Police and the P.B.A. 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 hereinabove, the conflict will then be resolved on a first-come, first-serve basis, i.e., the time and date of filing of request.

SECTION 5. 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 three (3) days.

SECTION 6.

Such Administrative (Personal) Leave shall not run concurrent with Employee's Holiday, Sick or Vacation Leave.

ARTICLE 19

BEREAVEMENT LEAVE

SECTION 1. BEREAVEMENT LEAVE

Bereavement Leave with pay shall be granted by the Department Manager, to a regular, fulltime, 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 day of burial.

SECTION 2. IMMEDIATE FAMILY

Immediate family shall consist of a grandfather, grandmother, father, mother, spouse, daughter, son, brother, sister, and one time only father-in-law, mother-in-law, daughter-in-law and son-in-law.

SECTION 3. ADDITIONAL BEREAVEMENT LEAVE

A regular, fulltime, 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. DEFINITION

Disability Leave shall mean the absence of a regular, fulltime, permanent Employee in full-pay status actively at work performing assigned duties from duty because of illness or injury as a result of and arising from employment with the Township.

SECTION 2. DISABILITY LEAVE DAYS

Whenever such an Employee is disabled through injury or illness as a result of and arising from employment with the Township as evidenced by a certificate of a physician and by qualification for Workers' Compensation, such Employee may be granted a Leave of Absence by the Township Committee with full pay:

Two (2) calendar weeks for each year of service not to exceed fifty-two (52) weeks.

In the event an Employee is seriously injured on the job in the line of duty, the Township Committee may waive the years of service eligibility requirements.

SECTION 3. DISABILITY BENEFITS ASSIGNMENT

During the period in which the full salary or wages or any Employee on Disability Leave is paid by the Township, any weekly compensation payments received by the Employee under the Township's Workers' Compensation policy or Social Security Disability benefits, or any other disability benefits provided by a program paid for by the Township shall be assigned to the Township.

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SECTION 4.

Days lost through compensable disability shall not be charged against Sick Leave allowance.

SECTION 5. LUMP SUM AWARDS

Lump sum compensation awards for permanent disability shall not be deducted from the salary paid by the Township.

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, fulltime, permanent Employee in full-pay status actively at work performing assigned duties shall earn and accrue a maximum of twelve (12) days off each calendar year in lieu of Holidays to be known as "H" days at the rate of one (1) day per month.

SECTION 2. HOLIDAYS

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

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

75
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

SECTION 3.

- A. An Employee shall have the option to take an "H" day or time off in lieu of a paid Holiday at straight time from zero (0) to twelve (12) days with the prior consent of the Chief of Police and the Township Administrator provided Employee advises the Chief of Police and the Director of Finance of such selection no later than November 1st of the year preceding the calendar year in which the Holidays occur.
- B. An Employee will be paid for all unused Holidays ("H" days) to be paid in the first scheduled pay in December for the current calendar year at the daily rate of pay ("H") day was earned and accrued in addition to Employee's regular per annum salary upon verification and approval of the Chief of Police.

SECTION 4.

Employees agree that compensatory time off ("H" day) in lieu of a paid Holiday will not be required to run concurrent with the Employee's Administrative or Vacation Leave.

SECTION 5.

Employees agree that compensatory time off ("H" day) in lieu of a paid Holiday will not be requested if such request requires the calling-in or holding-over an off-duty Employee or diminishes the effectiveness of the Police Department as determined by the Chief of Police.

ARTICLE 22

MILITARY LEAVE

SECTION 1.

A regular, fulltime, 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, fulltime, 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, fulltime, 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, fulltime, 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, fulltime, 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, fulltime, 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, fulltime, 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 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, fulltime, 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, fulltime, 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

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Merit Incentive Program Pay and Detective/Traffic Increment, if any, 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 sickness in excess of three (3) or more working 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 (1/2) 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 provided by a program paid for by the Township.

SECTION 8. ADVANCING OF SICK LEAVE

A regular, fulltime, 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 Sick Leave earned 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, fulltime, permanent Employee in full-pay status and actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of creditable service as a "Sworn Uniform 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 Treasure; (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 creditable service with the Township's Police Department up to a maximum service credit-time of thirty (30) years. No additional Terminal Leave credit shall be earned for any service time beyond thirty (30) years.

SECTION 2. ADDITIONAL TERMINAL LEAVE

Each regular, fulltime, permanent Employee fulfilling the eligibility requirements hereinabove 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, fulltime, 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, fulltime, 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, fulltime, 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, fulltime, 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 in cash 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). Any Employee retiring on or before December 21, 1985 currently receiving Holiday Leave Pay as part of bi-weekly paycheck, may include same in Daily Rate of Pay.

SECTION 7.

Employees who complete their twenty-fifth (25) year of creditable

service time within the New Jersey Police and Fire Retirement System (P.F.R.S.), shall be entitled to receive, in lieu of all Terminal Leave provisions herein above contained, two hundred (200) days pay at the Employee's current per diem rate as Terminal Leave. However, in order to qualify for said benefit, Employee must physically retire no more than one hundred eighty (180) days beyond the completion of Employee's twenty-fifth (25) year of service within the P.F.R.S., regardless of Employee's years of service with the Township. (For calendar year 1993 ONLY, any Employee with at least twenty-five (25) years creditable service within New Jersey P.F.R.S., shall be entitled to receive, in lieu of all Terminal Leave provisions herein above contained, two hundred (200) days pay at the Employee's current per diem rate as Terminal Leave. Said compensation may, at the Employee's option, be totally or partially deferred into the following tax year upon due notice to the Township Administrator. However, in order for those Employees with more than twenty-five (25) years creditable pension time to avail themselves of this benefit, Employee must retire no later than six (6) months following the execution of the Agreement). Any Employee who does not meet this stipulation shall, as of the one hundred eighty-first (181) day beyond their twenty-fifth (25) year, only be entitled to the Terminal Leave benefits as outlined in Sections 1 through 6, herein above.

ARTICLE 25

VACATION LEAVE

SECTION 1.

Each regular, permanent, fulltime 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, fulltime, 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 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	Twenty-five (25) work days or two hundred (200) work hours
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, fulltime, 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, fulltime, 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 shall provide to an Employee who terminates on or after January 1, 1976 on a service-connected disability pension or on a full retirement pension a Group Term Life Insurance Policy in the face amount of three thousand dollars (\$3,000.00).

SECTION 3.

A. Any Employee terminating on a service-connected disability pension or a full retirement pension on or after October 1, 1978 shall:

- 1. Automatically enroll for a Group Term Life Insurance Policy in the face amount of seven thousand dollars (\$7,000.00) in addition to the Township provided Group Term Life Insurance Policy in the face amount of three thousand dollars (\$3,000.00).
- 2. Pay over to the Township Treasurer prior to the first day of retirement, either by cash or check, an amount equal to seven (7) times the current premium rate per one thousand dollars (\$1,000.00) of coverage for each full calendar month in retirement status beginning with the first month of retirement through December 31, 1980 and then annually thereafter payable in the month of December.
- 3. Pay over to the Township Treasurer within thirty (30) days of the date of invoice any increase in the premium rate per one thousand dollars (\$1,000.00) of coverage for the additional seven thousand dollars (\$7,000.00) of coverage.

B. Any Retiree failing to remit in a timely manner the annual renewal premium shall automatically cancel the ten thousand dollars (\$10,000.00) Group Term Life Insurance Policy and shall forfeit all rights to same.

C. The Township shall be responsible for maintaining an accounting of the paid over premiums and paying the insurance carrier in a timely manner.

SECTION 4.

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.

The Township shall provide to each regular, fulltime, permanent Employee and the dependents of the immediate family a 50/50 Co-pay Basic, Prosthodontic and Orthodontic Benefits Plan with a maximum of one thousand dollars (\$1,000.00) per eligible patient per calendar year for Basic and Prosthodontic Benefits and a lifetime maximum of five hundred dollars (\$500.00) per patient for Orthodontic Benefits or, the Employee may opt to enroll for Employee and dependents of immediate family in the dental insurance carrier's Flagship Alternate Program IV, Cap Plan D, subject to carrier's enrollment requirements.

SECTION 2. HEALTH MAINTENANCE ORGANIZATION

The Township's contribution towards the cost of a Health Maintenance Organization Plan for an Employee electing to enroll in a Health Maintenance Organization as permitted under the Health Maintenance Organization Act of 1972 (N.J.S.A. 26:2J-1 et seq.), as amended, shall be limited to the amount of the contribution the

Township makes to the Health Insurance Plan for which the Township is under contract, as mandated by the statute; and, the Employee through payroll deduction shall pay the difference between the Township's contribution and the higher Health Maintenance Organization Plan premium cost.

SECTION 3.

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

SECTION 4.

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 the same; 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

HOSPITALIZATION INSURANCE

SECTION 1.

The Township shall provide to each regular, fulltime, permanent Employee and the dependents of the immediate family a Group Hospital, Medical-Surgical, and Major Medical Insurance Plan.

SECTION 2. HEALTH MAINTENANCE ORGANIZATION

The Township's contribution towards the cost of a Health Maintenance Organization Plan for an Employee electing to enroll in a Health Maintenance Organization as permitted under the Health Maintenance Organization Act of 1972 (N.J.S.A. 26:2J-1 et seq.), as amended, shall be limited to the amount of the contribution the Township makes to the Health Insurance Plan for which the Township is under contract, as mandated by the statute; and, the Employee through payroll deduction shall pay the difference between the Township's contribution and the higher Health Maintenance Organization Plan premium cost.

SECTION 3.

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.

The Township shall provide to each regular, fulltime, permanent Employee and the dependents of the immediate family a two dollar (\$2.00) generic/four dollar (\$4.00) brand Co-pay, No Contraceptives Prescription Plan. Employees and/or dependents taking prescription drugs for a long-term, ongoing medical condition must obtain this maintenance medication through a mail service program with Prescription Drug Service, Inc., a subsidiary of our prescription drug carrier. The co-pay applies to each time you purchase a supply of drugs through the mail service program.

SECTION 2. HEALTH MAINTENANCE ORGANIZATION

The Township's contribution towards the cost of a Health Maintenance Organization Plan for an Employee electing to enroll in a Health Maintenance Organization as permitted under the Health Maintenance Organization Act of 1972 (N.J.S.A. 26:2J-1 et seq.), as amended, shall be limited to the amount of the contribution the Township makes to the Health Insurance Plan for which the Township is under contract, as mandated by the statute; and, the Employee through payroll deduction shall pay the difference between the Township's contribution and the higher Health Maintenance Organization Plan premium cost.

SECTION 3.

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

SECTION 4.

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; 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 30

RETIREE MEDICAL BENEFITS

SECTION 1.

Each regular, fulltime, permanent Employee in full-pay status actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of 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.

SECTION 2. FOR EMPLOYEES RETIRING ON OR AFTER JANUARY 1, 1976

A. Hospitalization Insurance

1. The Township shall provide a Group Hospitalization, Medical-Surgical and Major Medical Insurance Plan to each Employee who retires on or after January 1, 1976 and on or before December 31, 1977 in a manner hereinabove set forth in Section 1. of this Article and the spouse of the Employee at time of retirement until the Retiree's death or until the death of the spouse, whichever event shall occur late
2. Each Retiree in the month Retiree celebrates sixty-fifth (65th) birthday will cease to be eligible to participate in the Township's aforesaid contracted group plan.
3. In the event Retiree precedes spouse in death and spouse has not remarried, the spouse ceases to be eligible to participate in the Township's aforesaid contracted group

insurance plan in the month spouse celebrates sixty-fifth (65th) birthday.

B. Dental Insurance

1. The Township shall provide a Group Dental Insurance Plan to each Employee who retires on or after January 1, 1976 and on or before December 31, 1977 in a manner hereinabove set forth in Section 1. of this Article. The Township shall contribute at the monthly premium rate in effect on January 1, 1979 for "Single" coverage classification regardless of whether Employee is classified as "One Party", "Two Party", "Three Party" or some other classification system. An optional arrangement is available for Retiree to cover dependents at the then prevailing rate at Retiree's expense.
2. Each Retiree in the month Retiree celebrates sixty-fifth (65th) birthday will cease to be eligible to participate in the aforesaid Township contracted group insurance plan.
3. In the event Retiree precedes spouse in death and spouse has not remarried, the spouse ceases to be eligible to participate in the aforesaid Township contracted group insurance plan in the month spouse celebrates sixty-fifth (65th) birthday.

SECTION 3. FOR EMPLOYEES RETIRING ON OR AFTER JANUARY 1, 1978

A. Hospitalization Insurance

The Township shall contribute towards a Group Hospitalization, Medical-Surgical and Major Medical Insurance Plan two and one-quarter percent (2 1/4%) of the monthly premium for each complete year of service with the Township's Police Department for each Employee who retires on or after January 1, 1978 in a

manner hereinabove set forth in Section 1. of this Article and the immediate dependents at time of retirement.

B. Dental Insurance

The Township shall contribute towards a Group Dental Insurance Plan two and one-quarter percent (2 1/4%) of the monthly premium for each complete year of service with the Township's Police Department for each Employee who retires on or after January 1, 1978 in a manner hereinabove set forth in Section 1. of this Article and the immediate dependents at time of retirement.

C. Health Maintenance Organization

The Township's contribution towards the cost of a Health Maintenance Organization Plan for an Employee electing to enroll in a Health Maintenance Organization as permitted under the Health Maintenance Organization Act of 1972 (N.J.S.A. 26:2J-1 et seq.) shall be limited to the amount of the contribution the Township makes to the Health Insurance Plan for which the Township is under contract, as mandated by the statute; and, the Retiree shall pay the difference between the Township's contribution and the higher Health Maintenance Organization Plan premium cost.

D. In the event Retiree precedes spouse in death and 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 3A., B. and C., but spouse ceases to be eligible to participate the month spouse celebrates sixty-fifth (65th) birthday.

E. In the event Retiree or spouse is eligible to participate in Hospitalization Service Plan, Medical-Surgical Plan, Major

Medical Plan and/or a Dental Plan through a place of employment, the Township shall have the option to terminate eligibility to participate in the aforesaid Township contracted plans.

- F. In the event Retiree or spouse fails to remit his or her premium cash match to the Township's contribution, the Township shall have the option to terminate eligibility to participate in the aforesaid Township Group Insurance Policy.
- G. The Township reserves the right to subscribe to and enter Retiree into a Community Direct Pay Program in lieu of Retiree being an enrollee in Township Experience Rated Program.
- H. An Employee retiring on or after January 1, 1978 shall have the option to participate in the Township's Prescription Plan at Retiree's expense. The Township reserves the right to bill for reimbursement in the succeeding year of up to twenty-five percent (25%) of premium whenever the total claims of the prior year exceed the annual premium of prior year by up to twenty-five percent (25%). For example: Annual premium for year X is \$100.00; total claims for year X are \$119.00; and annual premium for year Y is \$125.00. Retiree in year Y would be billed \$125.00 for current year plus \$19.00 ($\$119.00 \div \$100.00 = 119\% \times \$100.00 = \$119.00 - \$100.00 = \19.00) for year X's utilization in excess of premiums.

ARTICLE 31

DEATH BENEFITS

SECTION 1.

Any regular, fulltime, 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, fulltime, 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 (65th) 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, fulltime, 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 permanently and totally disabled including a cardiovascular, pulmonary, musculo-skeletal or stroke condition as a direct result of a traumatic event occurring during and as a result of the performance of regular or assigned duty and that such disability was not the result of the 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 to the Employee and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

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, musculo-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 Accidental or 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 therefor. 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 33MUTUAL AID DISABILITY BENEFITSSECTION 1.

The Township will provide regular, fulltime, 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

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 35

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 36

SAVINGS

If any provision of this Agreement or any application of this

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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 37

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 P.B.A. 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 only 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 38DURATION

THIS AGREEMENT shall be in full force and effect as of January 1, 1993 and shall terminate on December 31, 1995 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 21st day of July, 1993.

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

TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY

BY: *James Dutch*
7-21-93
PRESIDENT CRANFORD P.P.A.
LOCAL 52

BY: *Jaime J. Askenbom*

MAYOR

CRANFORD TOWNSHIP

ATTEST:

ATTEST:

Heene III Oigan
MUNICIPAL CLERK
CRANFORD TOWNSHIP

SCHEDULE "A"

SECTION 1.

The following per annum salaries shall be effective January 1, 1993 for PATROLMEN:

	<u>Base Salary</u>	<u>Merit Points</u>	<u>Incentive Amount</u>	<u>Total Base</u>	<u>If 12 Holidays Unused</u>	<u>Total</u>
Academy *	20,000.00	NA	NA	20,000.00	NA	20,000.00
Probationary **	26,000.00	NA	NA	26,000.00	1,200.00	27,200.00
1st Grade	30,014.40	NA	NA	30,014.40	1,385.28	31,399.68
2nd Grade	35,422.40	NA	NA	35,422.40	1,634.88	37,057.28
3rd Grade	37,918.40	NA	NA	37,918.40	1,750.08	39,668.48
4th Grade	40,331.20	NA	NA	40,331.20	1,861.44	42,192.64
5th Grade	42,868.80	0	-	42,868.80	1,978.56	44,847.36
	42,868.80	30	735.00	43,603.80	2,012.48	45,616.28
	42,868.80	45	1,102.50	43,971.30	2,029.44	46,000.74
	42,868.80	70	1,715.00	44,583.80	2,057.71	46,641.51
	42,868.80	90	2,205.00	45,073.80	2,080.33	47,154.13
	42,868.80	110	2,695.00	45,563.80	2,102.94	47,666.74
	42,868.80	120	2,940.00	45,803.80	2,114.25	47,918.05
	42,868.80	140	3,430.00***	46,293.80	2,136.87	48,430.67
42,868.80	160	3,920.00***	46,783.80	2,159.48	48,943.28	

SECTION 2.

The following per annum salaries shall be effective January 1, 1994 for PATROLMEN:

	<u>Base Salary</u>	<u>Merit Points</u>	<u>Incentive Amount</u>	<u>Total Base</u>	<u>If 12 Holidays Unused</u>	<u>Total</u>
Academy *	20,000.00	NA	NA	20,000.00	NA	20,000.00
Probationary **	26,000.00	NA	NA	26,000.00	1,200.00	27,200.00
1st Grade	31,512.00	NA	NA	31,512.00	1,454.40	32,966.40
2nd Grade	37,190.40	NA	NA	37,190.40	1,716.48	38,906.88
3rd Grade	39,811.20	NA	NA	39,811.20	1,837.44	41,648.64
4th Grade	42,348.80	NA	NA	42,348.80	1,954.56	44,303.36
5th Grade	45,011.20	0	-	45,011.20	2,077.44	47,088.64
	45,011.20	30	750.00	45,761.20	2,112.06	47,873.26
	45,011.20	45	1,125.00	46,136.20	2,129.36	48,265.56
	45,011.20	70	1,750.00	46,761.20	2,158.21	48,919.41
	45,011.20	90	2,250.00	47,261.20	2,181.29	49,442.49
	45,011.20	110	2,750.00	47,761.20	2,204.36	49,965.56
	45,011.20	120	3,000.00	48,011.20	2,215.90	50,227.10
	45,011.20	140	3,500.00***	48,511.20	2,238.98	50,750.18
45,011.20	160	4,000.00***	49,011.20	2,262.06	51,273.26	

SECTION 3

The following per annum salaries shall be effective January 1, 1995 for PATROLMEN:

	<u>Base Salary</u>	<u>Merit Points</u>	<u>Incentive Amount</u>	<u>Total Base</u>	<u>If 12 Holidays Unused</u>	<u>Total</u>
Academy *	21,200.00	NA	NA	21,200.00	NA	21,200.00
Probationary **	27,560.00	NA	NA	27,560.00	1,272.00	28,832.00
1st Grade	33,404.80	NA	NA	33,404.80	1,541.76	34,946.56
2nd Grade	39,416.00	NA	NA	39,416.00	1,819.20	41,235.20
3rd Grade	42,203.20	NA	NA	42,203.20	1,947.84	44,151.04
4th Grade	44,886.40	NA	NA	44,886.40	2,071.68	46,958.08
5th Grade	47,715.20	0	--	47,715.20	2,202.24	49,917.44
	47,715.20	30	780.00	48,495.20	2,238.24	50,733.44
	47,715.20	45	1,170.00	48,885.20	2,256.24	51,141.44
	47,715.20	70	1,820.00	49,535.20	2,286.24	51,821.44
	47,715.20	90	2,340.00	50,055.20	2,310.24	52,365.44
	47,715.20	110	2,860.00	50,575.20	2,334.24	52,909.44
	47,715.20	120	3,120.00	50,835.20	2,346.24	53,181.44
	47,715.20	140	3,640.00***	51,355.20	2,370.24	53,725.44
	47,715.20	160	4,160.00***	51,875.20	2,394.24	54,269.44

* 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, 2) 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.

*** Must have obtained a minimum of an Associates Degree to qualify for this additional compensation.

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. INCREMENTAL INCREASE ELIGIBILITY

A. A Patrolman assigned to the duty of Detective shall serve a minimum of at least six (6) months of continuous service as a Plainclothesman before being eligible for the first incremental increase; a minimum of eighteen (18) months of continuous service as a Detective before being eligible for the second incremental increase; and a minimum of thirty (30) months of continuous service as a Detective before being eligible for the third incremental increase.

B. A Patrolman in order to be eligible for the incremental increase of a Detective must be assigned and actively and regularly working as a Detective.

C. If a Patrolman's assignment to the duty of Detective is discontinued and is later re-assigned to the duty of Detective, the minimum time requirements set forth in sub-section A. of

this Section shall apply as though the Detective was being assigned the duty of Detective for the first time.

- D. 1. The Chief of Police shall be responsible for insuring that performance evaluations of the Patrolman as a Detective are conducted and the Chief of Police shall recommend to the Township Administrator, in writing, that the Patrolman is to be paid the next higher incremental increase.
- 2. Employee's performance as a Detective shall be reviewed and evaluated in accordance with current procedures every six (6) months. Employee will continue at his then current incremental level automatically unless the Chief of Police recommends to the Township Administrator, in writing, to change Employee's status to the next incremental level.

SECTION 3. INCREMENT INCREASE COMPUTATION

The annual salary of a Patrolman assigned the duty of Detective shall be the salary as shown in "Schedule A" as hereinafter attached to the Agreement plus an additional total increment as also shown in 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.

<u>Grade</u>	<u>Total Additional Annual Increment</u>
Plainclothesman	\$ -0-
Detective - 3rd Grade	499.20
Detective - 2nd Grade	748.80
Detective - 1st Grade	1,019.20

SECTION 4. OVERTIME

Overtime hourly rate is one and one-half (1 1/2) 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. INCREMENTAL INCREASE ELIGIBILITY

- A. A Patrolman assigned to the duty of Traffic Investigator shall serve a minimum of at least six (6) months of continuous service as a Traffic Investigator before being eligible for the first incremental increase; a minimum of eighteen (18) months of continuous service as a Traffic Investigator before being eligible for the second incremental increase; and a minimum of thirty (30) months of continuous service as a Traffic Investigator before being eligible for the third incremental increase.
- B. A Patrolman in order to be eligible for the incremental increase of a Traffic Investigator must be assigned and actively and regularly working as a Traffic Investigator.
- C. If a Patrolman's assignment to the duty of Traffic Investigator is discontinued and is later re-assigned to the duty of Traffic

Investigator, minimum time requirements set forth in sub-section A. of this Section shall apply as though the Patrolman was being assigned the duty of Traffic Investigator for the first time.

- D. 1. The Chief of Police shall be responsible for insuring that performance evaluations of the Patrolman as a Traffic Investigator are conducted and the Chief of Police shall recommend to the Township Administrator, in writing, that the Patrolman is to be paid the next higher incremental increase.
- 2. Employee's performance as a Traffic Investigator shall be reviewed and evaluated in accordance with current procedures every six (6) months. Employee will continue at his then current incremental level automatically unless the Chief of Police recommends to the Township Administrator, in writing, to change Employee's status to the next incremental level.

SECTION 3. INCREMENT INCREASE COMPUTATION

The annual salary of a Patrolman assigned the duty of Traffic Investigator shall be the salary as shown in "Schedule A" as hereinafter attached to the Agreement plus an additional total increment as also shown in 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.

<u>Grade</u>	<u>Total Additional Annual Increment</u>
Traffic Investigator	\$ -0-
Traffic Investigator - 3rd Grade	499.20
Traffic Investigator - 2nd Grade	748.80
Traffic Investigator - 1st Grade	1,019.20

SECTION 4. OVERTIME

Overtime hourly rate is one and one-half (1 1/2) times the hourly rate for base, merit incentive, and additional increment for Traffic Investigator.