

AGREEMENT

Between

TOWNSHIP OF CLARK

And

CLARK POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #125

---

January 1, 2010 through December 31, 2014

---

*MV 11/10/11*  
*(AB) 11/10/11*

PREAMBLE

THIS AGREEMENT retroactive to the 1<sup>st</sup> day of January 2010, between the TOWNSHIP OF CLARK (hereinafter called the "employer") and CLARK POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL #125 (hereinafter called the "PBA").

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment: NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the employer recognized as being represented by the PBA as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes Clark Policemen's Benevolent Association Local #125 as the exclusive representative for members of the Police Department of the Township of Clark, with the exception of the positions of Police Chief and Captain. The contract covers Police Officers, Detectives, Sergeants and Lieutenants.

ARTICLE II

LEGAL REFERENCE

Nothing contained herein shall be construed to deny or restrict to any police officer such rights as he/she may have under other applicable laws and regulations. The rights granted to police officers hereunder shall be deemed to be in addition to those provided elsewhere.

MV 11/10/11  
SAB 11/10/11

ARTICLE III

VACATIONS AND HOLIDAYS

Section I.      Vacation Leave

Beginning 2012, Vacation days shall be the same as a working day. A work day shall consist of 10.75 hours for patrol and 9.5 hours for Detectives. All employees shall be entitled to the following minimum periods of vacation with pay:

<u>Years of Service</u>	<u>Vacation Leave</u>
0-5 years	12 working days vacation during each year of service with vacation days pro-rated in the first year and taken after completion of the academy.
6-10 years	16 working days during each year of service.
11-15 years	20 working days during each year of service.
16-20 years	24 working days during each year of service.
21-25 years	28 working days during each year of service.

Section 2.            Holidays (13)

2010, 2011 – Each officer shall be entitled to thirteen Holidays. The thirteen Holidays will be taken as days off with pay.

2012 – Each employee shall be entitled to thirteen Holidays. Six Holidays shall be purchased by the Township for \$3,000 and added to employee's base pay. The remaining seven Holidays will be taken as days off with pay.

2013 – Each employee shall be entitled to thirteen Holidays. The remaining seven Holidays shall be purchased by the Township for \$3,500 and added to employee's base pay.

It is understood that as a result of the adjustments to the salary guide referred to above, the holiday compensation shall be included in the employee's bi-weekly base pay and shall be considered compensation subject to pension benefits as well as for computation of other benefits, including the calculation of premium pay for overtime.

MV 11/10/11  
ASB 11/10/11

ARTICLE IV

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

Section 1. Sick Leave

Sick leave is hereby defined to mean absence from post-of-duty of an employee **because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill requiring the care of such Employee or absence caused by death in the immediate family of such employee.** A certificate of a reputable physician in attendance may be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required prior to return to duty. **In the case of death in the family of the employee, any reasonable proof required by the department shall be sufficient.** The term "immediate family" is limited to the employee's spouse, child, step-children, grandchildren, parents, grandparents, brothers, sisters or a relative who is part of the household.

Employees are entitled to thirteen and one-half (13 ½) hours sick leave with pay for each month of service from the date of appointment to December 31 of that year. Thereafter, one hundred sixty one and ¼ (161.25) hours of paid sick leave are granted in each additional calendar year for patrol division and one hundred forty-two and ½ (142.5) hours for Detectives.

Sick time usage is a benefit and is to be used as defined. Sick time is not to be abused, nor is it to be utilized for any other purpose.

The employee or a member of the employee's family must telephone Police headquarters or other individual designated by the Police Chief at least an hour before the employee's starting time to advise that the employee cannot report to work. The employer may require proof of illness, whenever three (3) or more consecutive days are utilized as to "fitness for duty", or if an employee has a pattern of sick leave use. A pattern is defined as "absences that consistently occur". For example, before or after scheduled days off including holidays and vacations; the same day of the week or month, etc. Failure to provide proof of illness by the employee may result in disciplinary action.

Any employee expending a total of more than five (5) non-consecutive days of sick leave in any one year may be required to provide a doctor's note or submit to a physical examination by a medical doctor selected by the Business Administrator, and the net cost, if any, to the employee for that doctor visit shall be reimbursed by the employer. If such examination determines that no sickness is evident, the employee shall be subject to disciplinary action.

Sick time taken as part of a day shall require the approval of the Police Chief or his designee to verify that the individual either has a doctor's appointment or is feeling suddenly ill.

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

MV 11/10/11  
AB 11/10/11

Employee. If such examination determines no sickness is evident, employee shall be subject to discipline.

**During a period of disability, employees may elect, if they so desire, to first utilize all or any part of their accumulated sick leave. In the absence of such an election, leaves of absence provided by this contract will not affect in any manner whatsoever the accumulated sick leave of the disabled employee.**

Where a disability work-connected injury is sustained and causes an extended absence, the Township Council will adopt a resolution granting the injured employee up to one-year leave of absence with pay. If and when such action is taken, the employee shall not be charged with sick time beyond that charged at the time of the disability.

In the event of such action, the employee must agree in writing to reimburse the Township for payments they may receive as Workers' Compensation, insurance benefits or from any settlement or judgment paid to the employee by a person or corporation held responsible for such injury, but only to the extent equal to the amount received by the employee while out on said leave of absence.

For the purpose of reimbursement for unused sick leave at retirement, an employee's unused sick days shall be multiplied by his/her per diem salary rate in effect at retirement, subject however to the following maximum dollar amount: \$ 20,000.00.

Effective January 1, 2006, reimbursement for unused sick leave at retirement shall be modified to provide that any such unused sick leave beyond the \$ 20,000.00 maximum shall be reimbursed at the rate of one (1) day for each additional five (5) days of unused sick leave to a maximum of ten thousand (\$ 10,000.00). The maximum total amount of payment for unused sick leave upon retirement that a police officer can receive is \$ 30,000.00.

Payment of the sick leave buy-out shall be in the following manner. On the date of retirement, \$5,000.00 lump sum; six months following retirement, the balance shall be paid either in a lump sum or in equal monthly installments, at the employee's choice. The employee shall give written notice to the employer of his/her choice of payment on the date of his/her retirement.

#### Sick Leave Incentive Plan

Effective upon adoption, Sick Leave Incentive shall be as follows:

The parties agree to maintain a sick leave incentive plan whereby an employee covered hereunder who uses forty three (43) hours or less for patrol and thirty-eight (38) hours or less for the **Detectives** in a calendar year shall have the option to be paid for up to forty three (43) hours for patrol and thirty-eight (38) hours for the **Detectives** per year and may accumulate (bank) one half (1/2) of the remaining unused hours of sick leave from the original hours of entitlement of 161.25 hours for patrol and 142.5 hours for Detectives. The other one half (1/2) of unused sick time will be eliminated. Employees may choose not to be paid under the provision of this section of the agreement in which case all unused sick leave for the year shall be accumulated.

#### Sick Leave Donor System

Effective January 1, 2006 the Township will institute a program of donated sick leave with the following terms and conditions:

MV 11/10/11  
AB 11/10/11

1. Each officer may, at his/her option, participate in a "sick leave donor system" which shall enable participating employees who have exhausted all accrued sick and other leave to continue receiving sick leave donated by fellow officers. The following conditions apply to the sick leave donor program:
  - a. All donations of sick leave will be on a voluntary basis;
  - b. A committee consisting of four (4) individuals will be set up to administer the donation of sick leave. Said committee must include the Chief of Police, a person designated by the Chief and two (2) individuals designated by the President of the PBA;
  - c. A list of all officers of the Clark Police Department who wish to donate any sick time shall be maintained by the Township;
  - d. The list used for the donation of sick time will be by seniority, starting by rank seniority for all superior officers, then seniority by length of service for all patrol officers, etc.
  - e. No more than a total of ten (10) sick days may be donated by any one (1) officer to any other officer(s) during a calendar year.
  - f. The only time a donation of sick time may be asked for by an officer is when he/she has exhausted all his/her accumulated sick leave, vacation, holidays, personal days, compensatory time off and all other entitlements, and the officer is suffering from a prolonged health condition or injury.
  - g. The Chief's office will, at the end of each January, prepare a report of the sick time used by all officers to the committee that administers the donation of sick time so that any officer wishing to donate same will know if the officer requesting such a donation has been abusing his own sick time.
  - h. The donation or refusal to donate sick time will be kept confidential from all others except that of the committee that administers same.
  - i. A list of the officers and the days that they donate will be submitted to and filed in the Chief's office.
  - j. Any employee who uses more than four sick days ((43) hours for Patrol, (38) hours for the Detectives) by either donating in the donor system or by personal use in combination with donating shall not be eligible for the Sick Leave Incentive Plan under Article IV of the collective bargaining agreement.

Section 2. Maternity Leave

a. Upon request in writing to the appointing authority, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform the Chief in writing of same. The Chief, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically capable of continuing employment and is able to perform all the duties of her

MV 11/10/11  
SAS 11/10/11

position. The Chief shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to hereinabove.

b. An employee on maternity leave must return to work not more than thirty (30) days after the birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the physician stating the need for an extended leave and indicating the length of such extension.

c. An employee returning to work from maternity leave must present to the Chief a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on a paid leave, but shall not be accrued during leave without pay. However, in the latter case, the employee shall retain seniority accrued up to the time the unpaid leave commenced.

### Section 3. Military Leave

An officer who is a member of the reserve component of any United States armed force or the National Guard of any state and is called for Federal active duty will be granted a military leave of absence for the duration of the service. The Township agrees to provide the following military leave benefits:

#### (1) Full Pay

When a permanent or full-time temporary employee who is a member of the reserve component of any United States Armed Force or the National Guard of any State and is called for Federal active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave in any calendar year shall be with full pay. Any member of the New Jersey National Guard shall be granted a leave of absence without loss of pay for the first 90 work days in the aggregate in any calendar year, during which he or she shall be called to active duty for State or Federal active duty or active duty for training.

#### (2) Differential Pay

After exhaustion of the mandated 30 or 90 days of statutory paid leave for military service in a calendar year, employees remaining on active duty shall be entitled to receive a salary equal to the difference between the employee's base salary from the Township and the employee's military base pay provided the employee provides proof of military service and "base pay" received from the military.

Employees required to attend Inactive Duty Service, as defined by state and federal law, shall be entitled to receive a salary equal to the difference between the employee's base salary from the Township and all compensation received for their attendance at Inactive Duty Service.

An employee who requests a leave of absence for military leave of any type must provide their department and/or the Township Administrator with a copy of their military orders and military base pay documentation, and subsequently with a copy of their orders terminating their active duty.

MV 11/10/11  
ATB 11/10/11

Failure to provide the required documentation may result in the denial of paid leave for the period of military leave.

Section 4. Military Buy Back

Military Buy Back Time for Police and Fire Retirement System shall be recognized as time spent in continued service.

Section 5. Compensatory Leave

In place of overtime, an employee may be granted leave with pay as compensation for overtime work. This leave shall be calculated at the rate of time and one-half the total hours worked. Such requests must be must be approved by the Business Administrator through the Department Head unless specified by Federal law. Such request shall be governed by the following rules:

1. Requests made by Police Officers

- a. Any request that does not create overtime shall not be denied. These requests should be made at least one hour prior to the commencement of the requested time off.
- b. Any request that creates the hiring of one officer on overtime must be made at a minimum of six (6) hours prior to the start of the overtime coverage. If the request meets the criteria it shall not be denied.
- c. Any compensatory time off request made with less than a six hour notice that creates overtime may be denied by the department if no other officer voluntarily elects to work the overtime.
- d. Any request that creates the hiring of a second officer on overtime due to the compensatory time off request will be denied.
- e. Any request for compensatory time off on Easter Sunday, Clark Twsp. July fireworks day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day that creates overtime will be denied.
- f. Upon approval the request cannot be rescinded by either party.
- g. Officers may not request compensatory time off if they do not have the time in their bank to cover the time off request.

2. Requests made by Sergeants and Lieutenants

- a. Any request that does not create overtime shall not be denied. These requests should be made at least one hour prior to the commencement of the requested time off.
- b. Any request made that creates any supervisory overtime may be denied by the department if no other Sergeant or Lieutenant voluntarily elects to work the created overtime shift.
- c. Any request for compensatory time off on Easter Sunday, Clark Twsp July fireworks day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve and New Years Day that creates overtime will be denied.
- d. Upon approval the request cannot be rescinded by either party.
- e. Supervisors may not request compensatory time off if they do not have the time in their bank to cover the time off request.

MV 11/10/11  
AAB 11/10/11



Section 6. Leave Because of Death

Leave with pay of four (4) working days, shall be granted by the Department Head with the approval of the Business Administrator, to any employee in the event of the death of the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, spouse's mother, spouse's father, spouse's brothers, spouse's sisters, spouse's grandparents, spouse's grandchildren or other person who is a member of the employee's household (natural, adopted, or step). Leave due to death shall be used during the wake and funeral period.

Section 7. Leave Without Pay

Leave without pay shall be granted only when the employee has exhausted accumulated sick leave in the case of illness. In the event leave without pay is requested for reasons other than illness, an employee must first have exhausted vacation leave. Written request for leave without pay must be signed by the employee, endorsed by the Department Head, and approved by the Business Administrator before becoming effective. Such leave, except for military leave without pay, shall not be approved for a period longer than six months at one time. The Business Administrator with the Department Head's consent may extend such leave for an additional six months or any portion thereof.

A request for any type of leave, except sick leave, a death in the family or compensatory leave shall be made ten (10) days in advance to permit engaging a substitute for the particular position held by the applicant.

ARTICLE V


CLOTHING ALLOWANCE, EQUIPMENT,  
UNIFORM MAINTENANCE ALLOWANCE

Section 1. Clothing and Maintenance

Each office shall receive a yearly clothing allowance of \$ 950.00 for the replacement of work uniform and uniform cleaning and maintenance. Effective January 1, 2011 and forward, the clothing allowance shall be included in the employee's bi-weekly base pay and shall be considered compensation subject to pension benefits as well as for the purpose of the computation of other benefits, including the calculation of premium pay for overtime. Employees shall maintain their uniforms in accordance with department policies.

Section 2. Miscellaneous Equipment

In addition the Township shall furnish a new officer one handgun, new or as new, which shall be in satisfactory condition. Said gun and other equipment, i.e., holster, handcuffs, night stick, Rules and Regulations, shield, etc., shall be returned to the Township upon termination of the officer's employment.

*MU* 11/10/11  11/10/11

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The hours of employment for all members of patrol shall be a rotation of four (4) days on and four (4) days off. A workday shall consist of 10.75 hours. The hours of employment for Detectives shall be a rotation of four (4) days on and three (3) days off. A workday shall consist of 9.5 hours. ~~It shall be recognized that a tour of duty for patrol is 10.75 hours per day and 9.5 hours per day for Detectives~~

*MV 11/10/11*  
*AB 11/10/11*

Section 2. Shift Selection

Shift assignments shall be made in accordance with a seniority bid system. Standard slips for shift selection shall be distributed to all employees on or about October 1<sup>st</sup> and shall be returned promptly so that assignments can be made on or before October 31<sup>st</sup>.

Each employee shall list a first, second and third preference for shift assignment. Consistent with the efficient operation of the Department, assignments will be made based upon seniority. The procedure to be used will provide an employee with the highest shift preference, in accordance with seniority and the efficient operation of the department. If an employee's first choice is unavailable, the employee shall be given his/her second choice, if available, and so on until his/her shift is assigned.

Specific duty assignments, such as Detective Bureau, Traffic and Safety, etc. shall not be subject to bid. Employees assigned as Detectives shall bid on shifts within their respective assignments, provided there is more than one shift in operation within the assigned area.

In order to meet the specific needs of the department, either for training, schooling, utilization of a specialized skill, etc., shift assignments may need to be altered. In these cases, changes in shift assignments shall be made by giving the employees an explanation and timely notice, normally at least two weeks in advance if the situation is not an emergency, and such changes shall last until the specific needs have been met. After the specific needs have been met, the affected employee shall be returned to his/her bid shift. This **section** shall not be used for the sole purpose of avoiding overtime.

This section shall not preclude employees from voluntarily switching or swapping shifts with one another provided that prior approval is obtained from the Business Administrator or Chief of Police, which approval shall not be unreasonably withheld.

Section 3. Overtime

The Township has established a work period of eight days. Overtime compensation at the rate of time and one-half the employee's straight time rate shall be paid for work performed beyond the employee's regular tour of duty.

*MV 11/10/11*  
*AB 11/10/11*

When an officer has worked overtime during any given work period, the officer shall complete an overtime form. A Police overtime voucher shall be prepared and submitted to the Administration for processing by the Chief of Police or his designee. The voucher shall include the amount of overtime compensation requested by each officer for the preceding month. The town shall make a reasonable effort to pay overtime within 15 days of the voucher submission date.

Effective January 1, 2012 and for the term of the agreement only, the following shall apply:

Each officer shall receive a minimum of forty (40) hours of training each year to be paid at the officer's regular straight time rate. The compensation shall be in addition to the employee's base pay if it is done on an overtime basis

It shall be the responsibility of the Business Administrator or Chief of Police or his designee to utilize these forty (40) hours for any/all training purposes (CPR, Range Qualifications, In-Service Training, etc). Unless otherwise agreed upon by the individual officer 14 days notice shall be given prior to the training date. No assignments to be made during an employee's scheduled vacation. All hours spent after the first forty (40) hours for training while not on regularly assigned shift, shall be compensated at time and one half. An employee who is not trained the yearly minimum of forty (40) hours of training shall receive the balance of hours in pay at the officer's regular straight time rate. Payment shall not be unreasonably denied. A Police overtime voucher shall be prepared each January and submitted to the Administration for processing by the Business Administrator or Chief of Police or his designee. The voucher shall include the amount of compensation requested by each officer for the balance of unused training hours for the preceding year. The town shall make a reasonable effort to pay the employee within 15 days of the voucher submission date.

With respect to all overtime, the employee may elect to be compensated in cash or with compensatory time at the applicable rate. There shall, however, be a cap of eighty six (86) hours on the amount of compensatory time that may be accumulated. Compensatory time must be used within the twelve (12) month period in which earned, except that in extenuating circumstances an officer can have an additional three (3) months to use the compensatory time upon presentation of such extenuating circumstances to the Business Administrator or Chief of Police and the Business Administrator and approval by them of such extension. Once an employee elects to be paid by compensatory time for overtime worked he/she must take that payment in compensatory time in accordance with the provisions set forth herein.

Any employee with a bank of compensatory time in excess of eighty six (86) hours may not accumulate more compensatory time until their bank is below the cap.

#### Section 4. Call In

Employees covered hereunder who are called back to work for hours that are not contiguous to the start of their regular shift or who are required to appear in any court of competent jurisdiction to testify as a witness in connection with work performed as a police officer on behalf of Clark Township shall receive a minimum of two (2) hours pay at time and one half.

MV 11/10/11  
[Signature] 11/10/11

ARTICLE VII

COMPENSATION

Section 1.

The salary as Step 8 of the Patrol Officers' salary guide shall be increased, retroactive to January 1, 2010, as follows:

- 2010 – 0%
- 2011 – 2%
- 2012 – 2%
- 2013 – 2%

For 2014, all steps in the salary guide shall be increased by 2%.

Additionally, Sergeants and Lieutenants shall receive 0% salary increase in 2010 and 2% in 2011. Effective January 1, 2012, Sergeants shall be paid 12% of salary step 8 and Lieutenants shall be paid 20% of salary step 8 upon promotion in addition to their annual salaries and shall be included in employee's base pay and considered compensation subject to pension **benefits and included in the calculation of premium pay for overtime.**

**Employees hired prior to September 2, 2011 shall have the following pay scale:**

	2010	2011	2012	2013	2014
Academy	\$ 25,000				
Step 1	33,000				
Step 2	40,064	41,014	44,014	47,514	48,464
Step 3	47,596	48,546	51,546	55,046	56,147
Step 4	55,128	56,078	59,078	62,578	63,830
Step 5	62,660	63,610	66,610	70,110	71,512
Step 6	70,192	71,142	74,142	77,642	79,195
Step 7	77,724	78,674	81,674	85,174	86,877
Step 8	85,258	87,913	92,671	98,025	99,985

2012 - Includes \$3,000 holiday pay (6 days). Add longevity and college to base.  
2013 - Includes \$3,500 holiday pay (7 days). Add longevity and college to base.  
Sergeants = 12% of salary step 8.  
Lieutenants = 20% of salary step 8.

*MV 11/10/11*

*(Signature) 11/10/11*

**Employees hired after September 2, 2011 shall have the following pay scale.**

	2011	2012	2013	2014
1st year	41,950	44,950	48,450	49,419
Step 1	45,450	48,450	51,950	52,989
Step 2	48,950	51,950	55,450	56,559
Step 3	52,450	55,450	58,950	60,129
Step 4	55,950	58,950	62,450	63,699
Step 5	59,450	62,450	65,950	67,269
Step 6	62,950	65,950	69,450	70,839
Step 7	66,450	69,450	72,950	74,409
Step 8	69,950	72,950	76,450	77,979
Step 9	73,450	76,450	79,950	81,549
Step 10	76,950	79,950	83,450	85,119
Step 11	80,450	83,450	86,950	88,689
Step 12	83,950	86,950	90,450	92,259
Step 13	87,450	90,450	93,950	99,985

2012 - Includes \$3,000 holiday pay (6 days). Add longevity and college to base.

2013 - Includes \$3,500 holiday pay (7 days). Add longevity and college to base.

Sergeants = 12% of salary step as shown above

Lieutenants = 20% of salary step as shown above

The following Stipend will apply to Detectives.

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Detective	\$1500	\$1500	\$1500	\$1500	\$1500

To be paid to all Police Officers regardless of rank while assigned Detective.  
Such compensation shall be pensionable but shall not be in the base pay.

The bi-weekly pay plan established for employees covered by this Agreement which will normally produce twenty six (26) pays per year or twenty seven (27) pays in the year in which twenty seven (27) pay periods occur shall be maintained.

ARTICLE VIII

LONGEVITY PROGRAM

Each employee completing five (5) years of continuous uninterrupted service shall become eligible for longevity payment computed as follows: .

*MV 11/10/11*  
  
*11/10/11*

- a. For each five (5) year period of service as outlined above, each employee of the Township shall receive the following in addition to current annual salary:

After 5 continuous years	\$ 750.00
After 10 continuous years	\$ 1,250.00
After 15 continuous years	\$ 1,750.00
After 20 continuous years	\$ 2,250.00

The effective date as to eligibility for longevity shall be the anniversary date of the individual's employment by the Township of Clark and the amount shall be as set forth above.

Effective January 1, 2012 and thereafter, the longevity payment shall be included in the employee's base pay and shall be considered compensation subject to pension benefits as well as for the purpose of the computation of other benefits, including the calculation of premium pay for overtime

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### Grievance Procedure

A grievance within the meaning of this agreement shall be limited to any controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this agreement, exclusively.

Any aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance will be deemed waived by the PBA and the employee. In the event of such grievance, the steps hereinafter set forth shall be followed, except that when the law permits, grievance machinery, other than the following, shall become effective as of the date such law be enacted.

#### Step 1

The employee and the President of the PBA or his designee (hereinafter called the "PBA"), or the employee individually, but in the presence of the PBA, shall take up the complaint with the Captain and/or the Business Administrator or Chief of Police. In the event the complaint is not satisfactorily settled within three (3) working days, the employee and the PBA shall sign a written complaint and forward the grievance to the next step in the procedure.

The PBA shall be permitted reasonable time during working hours to process complaints, at no loss of pay.

MV 11/10/11  
AB 11/10/11

Step 2

The PBA representative and the Business Administrator and/or Mayor shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to the next step by either of the parties upon notice to the other party.

If the decision at Step 2 fails to result in a satisfactory adjudication of the grievance, then in that event, either party may, within thirty (30) days, request the New Jersey Public Employment Commission to appoint an arbitrator whose decision shall be final and binding on all parties.

The arbitrator shall have no authority to change, modify or amend the provisions of this Agreement.

It shall be the intention of the parties to settle all differences between the Employer and the PBA through grievance procedures of this agreement. Therefore, the Employer agrees that it will not lock out its employees and the PBA agrees that they will not strike, slow down or cause a slow down or engage in any work stoppage during the term of this agreement. Any employee who violates the terms of this section shall be subject to discharge.


The Employer and the PBA agree that it is generally advisable to avoid public statements to the mass media prior to exhaustion of the aforesaid grievance procedures. The Employer and the PBA further agree that in the event it is deemed necessary to issue statements to the mass media at any time during the aforesaid grievance procedures, said statements shall be made by the Employer through the Business Administrator or his/her duly authorized agent. Both parties agree they will use their best efforts to prevent the making of statements relative to the matters in controversy by persons other than those mentioned herein.

ARTICLE X

POLICE OFFICER'S RIGHTS

Section 1.

Pursuant to Chapter 303, Public Laws 1978, as may be modified and amended, the Township hereby agrees that every police officer shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under color of law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by Chapter 303, Public Law 1978, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any police officer with respect to hours, wages or any terms or conditions of employment by reason of his/her relationship in the PBA and its affiliates, his/her participation in any activities of the PBA and its affiliates, collective negotiations with the Township or by reason of participation in any lawful action of the collective negotiation or bargaining process or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

*MV 11/10/11*  


Section 2.

Nothing contained herein shall be construed to deny or restrict to any police officer such rights as he/she may have under any other applicable laws and regulations. The rights granted to police officers hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3.

No police officer shall be disciplined, discharged, fined or reduced in compensation in any form without just cause. Discipline shall be arbitrable in accordance with the provisions of this Agreement to the extent permitted by law.

Section 4.

Should the State PBA Delegate from this local ever reach the Office of President or Executive Vice-President within the New Jersey State PBA, such member shall be granted leave from duty with full pay to conduct the business of that office. The member's gross salary shall be reimbursed to the Township by the New Jersey State PBA. During the member's term in office, he/she shall accrue all seniority and other benefits afforded to those covered in this contract.

ARTICLE XI

COLLEGE INCENTIVE PROGRAM

The Employer will continue the existing College Incentive Program whereby any employee covered by this Agreement who has successfully attained an "AA" degree or sixty four (64) credits shall receive a yearly lump sum of \$ 600.00. Any employee covered by this Agreement who has successfully attained a "BA" degree or a min. of 120 credits, shall receive a yearly lump sum of \$ 1,200.00. The employee must present proof of attainment of the degree in question. Satisfactory proof is defined to be properly certified transcript or letter from the College registrar setting forth the name of the student, the degree attained, the date of such attainment, and the name of the institution from which the degree was awarded. Effective January 1, 2012 and thereafter, any sum payable pursuant to the provisions of this clause shall be included in the employee's base pay and shall be considered compensation subject to pension benefits as well as for the purpose of the computation of other benefits, including the calculation of premium pay for overtime in accordance with present practice.

An employee who has attained an Associate degree (64 credits) shall not realize any change in status until after the employee has attained a "BA" degree (or 120 credits).

MU 11/10/11  
AFB 11/10/11



ARTICLE XII

MEDICAL/DENTAL BENEFITS PLANS

Section 1.

The following are the recognized Medical Benefits Program:  
New Jersey State Health Benefits Plan which consists of NJ Direct 10, NJ Direct 15, Aetna and Cigna Options. The Township has the right to change benefit providers as long as the benefits are substantially the same.

Medical Benefit Deductible: Beginning May 21<sup>st</sup> of 2010, members of the Clark PBA Local #125 will contribute 1.5% of their pensionable salary. Effective June 30, 2011, Health Benefit deductions will conform to State Statute.

Employees on paid leave of absence due to job related injury shall enjoy continued coverage until the employee is medically capable of returning to work. Employees on layoff or leave of absence without pay due to non-job related injuries and terminated employees shall be terminated from the plan, effective immediately following the employee's last day of work. Any changes will require action of the governing body. Employees who are recalled to employment will be reinstated to the plan.

Section 2.

The Township shall continue Dental Coverage as agreed upon by the parties and deductible of twenty five (25) dollars per person and seventy five (75) dollars per family. The present dental insurance carrier is Delta Dental.

Section 3.

**The Prescription Insurance Benefit shall provide a co-pay of five (\$5.00) dollars for generic drugs and ten (\$10.00) dollars for brand drugs, except where no generic substitute exists, the five (\$5.00) dollar co-pay will apply. Effective upon full execution of the agreement, the co-pay for brand drugs shall be fifteen (\$15.00) dollars.**

Section 4.

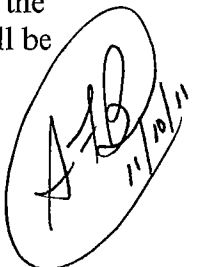
Effective as of January 1, 2010, the parties agree that employees covered hereunder shall continue to receive group coverage for children to age twenty six (26), the premium cost is to be paid by the employer.

ARTICLE XIII

RETENTION OF BENEFITS

Section 1.

The Township agrees that all benefits, terms and conditions of employment to the status of members of the Clark Police Department not covered by this Agreement shall be

*MV 11/10/11* 

maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this Agreement and as provided by the revised ordinances of the Township of Clark.

Section 2.

It is further agreed that should any provision of this Agreement be found illegal, such shall affect only that specific provision and shall not, in any way, affect, limit or modify any other term of this Agreement.

ARTICLE XIV

MEDICAL/DENTAL AND OTHER BENEFITS FOR RETIRED MEMBERS

Section 1.

An Association member who retires from the Township in good standing, after twenty five (25) or more years of credited service in the PFRS shall receive the recognized Dental, Prescription, Major Medical and Life Insurance to be fully paid for by the employer until the member reaches age sixty five (65). The Medical/Dental plan program for active employees will not change upon retirement. This benefit shall apply only to members and their eligible dependents at the time of retirement who retire after January 1, 1984 and shall not apply to members previously retired. The Medical Benefits Program consists of NJ Direct 10, NJ Direct 15, Aetna and Cigna Options. The Township has the right to change benefit providers as long as the benefits are substantially the same.

Section 2.


After age sixty five (65) a Medical/Dental program will be provided to supplement Medicare/Medicaid with coverage equal to pre-retirement agreement.

Section 3.

In the event an employee who has completed at least twenty five (25) years of service and is either killed in the line-of-duty or dies prior to retirement, the Township shall provide the employee's spouse and dependents with the same health/hospitalization benefits as those which would have been provided had the employee retired..The cost of said benefits shall be borne totally by the Township, except as may otherwise be provided by law. Said coverage for the spouse shall continue until the age of sixty five (65) and dependent coverage shall continue until age twenty six (26) in the case of full-time students.

Section 4.

- a. Any employee who retires as defined above in Section 1 between January 1 and July 1 will receive all sick time for that year, but the remaining time (hours) for holiday, vacation and personal time will be prorated on a monthly basis.

MV 11/10/11  


- b. Any employee who retires as defined above between July 2 and December 31 will receive all sick time, holiday, vacation and personal time for that year without proration.

## ARTICLE XV

### PERSONAL DAYS

Each officer shall be entitled to two (2) personal days (defined as a working day), annually, with pay, in addition to sick days, vacation time, holidays and other leave provided for herein. No employee may have more than one (1) personal day to use after December 15<sup>th</sup> of each year. Personal leave days cannot be sold back for cash.

The following stipulation on the use of personal leave will apply:

a. One (1) officer and one (1) supervisor from the day shift and one (1) officer and one (1) supervisor from the night shift will be permitted to bid by seniority on any one (1) of the seven (7) days listed below provided overtime is not created as a result of the bidding process. Only one (1) personal day can be used by any officer out of the seven (7) days listed below unless no bid has been submitted for any one of those days. In the event no bid has been submitted for any of those days, an officer, by seniority, may submit a request for a second personal day for that unused slot.

The bidding days are:

- Easter Sunday
- Township Fireworks Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

c. Bidding for the use of Personal Days for the above listed days will be completed no sooner than 60 days prior to the day desired off unless mutually agreed upon between the Chief of Police or his designee and the employee submitting the request. More than one bid received on the same day will be awarded by seniority.

Bidding for the use of Personal Days for any of the remaining days of the year will be completed no less than six (6) hours prior to the start of the shift desired off and no sooner than sixty (60) days prior to the day desired off unless mutually agreed upon between the Chief of Police or his designee, and the employee submitting the request. More than one bid received for the same day will be awarded by seniority.

Seniority will be based upon starting date of employment.

MV 11/10/11  
AB 11/10/11

ARTICLE XVI

TERMINAL LEAVE

Employees hired between September 25, 1966 and September 19, 1975, and who have completed fifteen (15) years of continuous service, shall be entitled to three (3) days per year for each year of service as terminal leave prior to the effective date of their retirement. Employees hired on or after September 19, 1975 shall have no entitlement to terminal leave.

ARTICLE XVII

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision in this Agreement or otherwise exercise any rights pursuant thereto shall not be deemed as a waiver thereof.

ARTICLE XVIII

MANAGEMENT RIGHTS

Section 1.

The Township, subject to the provisions of this Agreement, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by laws and constitution of the State of New Jersey and of the United States, including, but without limitation the generality of foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and to promote employees.
3. To suspend, demote, discharge or take any other disciplinary action for just cause according to the law.
- 4.

Section 2.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40A or Title 11 of the New Jersey Statutes or other national, state, county or local laws or ordinances.

*MV 11/10/11*  


ARTICLE XIX

TERM

This Agreement shall be in full effect from January 1, 2010 through and including the 31<sup>st</sup> day of December 2014. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be given to the other party not less than one hundred twenty (120) days prior to such expiration date.

This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

Attest:

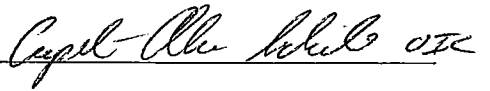
Township of Clark

  
TOWNSHIP CLERK

BY:   
SALVATORE BONACCORSO  
MAYOR

ATTEST:

CLARK POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
LOCAL #125

  
Capt. Alan Scherb O.I.C.

 11/10/11  
MARTIN VENEZIO  
P.B.A. PRESIDENT