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A G R E E M E N T

TOWNSHIP OF CLARK

AND

CLARK PATROLMEN'S BENEVOLENT ASSOCIATION



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A G R E E M E N T

This Agreement made this 16th day of December 1980 between the TOWNSHIP OF CLARK (hereinafter called the "Employer") and CLARK PATROLMEN'S BENEVOLENT ASSOCIATION (hereinafter called the "P.B.A.")

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 P.B.A. as follows:

ARTICLE I - RECOGNITION

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

ARTICLE II - LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township officials to follow the terms contained herein to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

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

ARTICLE III - VACATIONS AND HOLIDAYS

Section 1. Vacations.

All employees shall be entitled to the following minimum vacation periods with pay.

| | Amount of Years of Service Vacation Leave |
|--------------------------|--|
| 1-5 years | 12 working days vacation during each year of service |
| 6-10 years | 15 working days vacation during each year of service |
| 11th year and thereafter | 21 working days vacation during each year of service |

Section 2. Holidays

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day (General)
Veterans' Day
Thanksgiving Day
Christmas Day

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 seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall 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. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient. The term "immediate family" is limited to the employee's spouse, a child, his parents, or grandparents, brothers or sisters or to a relative who is a part of the household.

Employees are entitled to one day's sick leave with pay for each month of service from the date of appointment to December 31st of that year. Thereafter, 15 days of paid sick leave are granted in each calendar year.

A freeze on the accumulation of sick leave for "buy out" purposes at retirement shall be effectuated as of January 1, 1979 as more specifically hereinafter provided.

As of January 1, 1979, for purposes of reimbursement for unused sick leave at retirement, each employee's unused sick leave shall be converted into dollars by multiplying his unused sick leave in days by the per diem salary in effect on January 1, 1979. For those employees whose unused sick leave in dollars does not exceed Seven Thousand Five Hundred (\$7,500.00) Dollars on January 1, 1979, the sum Seven Thousand Five Hundred (\$7,500.00) Dollars shall be the maximum reimbursement that an employee may receive at retirement for unused sick days. For those employees whose unused sick leave in dollars exceeds Seven Thousand Five Hundred (\$7,500.00) Dollars that sum established on January 1, 1979 shall be "red circled" and that shall be the maximum that shall be reimbursed for unused sick days at retirement.

At retirement an employee's unused sick days shall be multiplied by his per diem salary rate in effect at this retirement, however, the maximum dollar amount that shall be reimbursed shall be Seven Thousand Five Hundred (\$7,500.00) Dollars or that sum of money established on January 1, 1979, whichever is greater.

In the event the employee's illness causes his ab-

sence from work for five consecutive days, a physician's certificate must be filed with the Business Administrator's Office on the sixth day.

Any employee expending a total of more than ten (10) days of sick leave in any year must submit to a physical examination by a medical doctor selected by the Department of Administration, Health and Welfare, or any other physician. A report of such examination on forms provided by the Business Administrator, signed by the physician, shall be furnished to the Business Administrator by the employee forthwith. (Included would be such a leave extending from December into January of the following year.)

The employee or a member of his family, must telephone Police Headquarters at least an hour before his starting time to advise that he cannot report for work. This practice shall be followed each day through the fifth day, at which time a doctor's certificate on forms provided by the Business Administrator will be required together with a statement from the doctor as to the expected length of time the absence will continue.

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 elections, leaves of absence provided by this ordinance will not affect in any manner whatsoever the accumulated sick leave of the disabled employee.

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

In the event of such action, the employee must agree in writing to reimburse the Township for payments he may receive as workmen's compensation, insurance benefits or from any settlement or judgment paid to the employee by any person or corporation held responsible for such injury.

Section 2. Maternity Leave

In the event of a leave of absence due to pregnancy the employee shall inform the employer, in writing, of the date the employee will begin her maternity leave and the date the employee intends to return to work. Upon request, the pregnant employee shall provide medical certification of her condition.

Section 3. Military Leave

Any full time employee, who is a member of the National Guard or a reserve unit of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect his vacation.

When a full time employee has been called to active duty or inducted into the military or naval forces of the United States, he shall be granted an indefinite leave of absence without pay for the duration of each military service. Each such employee must be reinstated without loss of privileges or seniority, provided he reports for duty with the Township within 90 days following his honorable discharge from military service.

Section 4. Compensatory Leave

In place of payment of overtime, an employee may be granted leave with pay as compensation for overtime work. This leave shall be calculated on a time-and-a-half basis. Such request must be approved by the employee's department head.

Section 5. Leave Because of Death

Leave with pay, not exceeding three days, shall be granted by the Department Head with the approval of the Business Administrator, to any employee in the event of a death in his immediate family. The term "immediate family" for the purposes of this section shall include only the employee's spouse, child, parent or grandparent, brother or sister; the child, parent or grandparent, brother or sister of his spouse, or other person who is a member of his household.

Section 6. Leave Without Pay

Leave without pay shall be granted only when the employee has used his accumulated sick leave in the case of illness. In the event leave without pay is requested for reasons other than illness, an employee must have used his vacation leave. Written request for leave without pay must be signed by the employee, endorsed by his 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 or because of a death in the family, shall be made ten (10) days in advance to permit engaging a substitute for the particular position held by the applicant.

ARTICLE V - OTHER BENEFITS - REIMBURSEMENT FOR EXPENSES

Section 1. Clothing

Each officer shall receive an annual allowance of \$350.00 for the replacement of work uniform clothing. Clothing vendor receipts must be submitted for all uniform clothing purchased. The receipt must show the item of clothing purchased and the name of the officer. The receipts must be turned over to the Township Treasurer not later than December 15th of each year covered by this Agreement. Any unexpended monies must be returned to the Township Treasurer at that time.

Section 2. Miscellaneous Equipment

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

ARTICLE VI - HOURS OF WORK AND OVERTIME

Tours of Duty

Officers shall work five days in eight hours per day tours for forty hours during any payroll week, with the exception at the time of Platoon shift change. At that time the officers work forty-eight (48) hours in six days and receive equal time off for eight hours. It is the intention that hours of all shifts shall be equalized during each calendar month or four week period.

ARTICLE VII - COMPENSATION

Overtime Pay

Section 1. Rate

Overtime compensation (at the rate of time and one-half) will be paid to police officers and Sergeants for all work performed after a normal eight-hour day. Lieutenants, Captains and Detectives shall not be eligible for overtime compensation.

Notwithstanding anything to the contrary herein, the salary increment of detective personnel shall be \$800.00 a year when assigned to the Detective Bureau.

Section 2. Payment

When an officer has worked overtime during any given week, he shall complete an overtime form.

Section 3. Time of Payment

Payment for overtime shall, if practical, be included in the salary check due the officer after the overtime slip is submitted to the Township Treasurer for payment, and in any event, the Township shall make a reasonable effort to pay same within fifteen (15) days thereafter.

Salaries

The salaries (for the purpose of this agreement) shall be in accordance with the time and amounts as set forth below:

| <u>Dept. of Public Safety</u> | <u>1980</u> | <u>1981</u> | <u>1982</u> |
|---------------------------------|-------------|-------------|-------------|
| Patrolman Class D | \$17,064.00 | \$18,430.00 | \$19,905.00 |
| Patrolman Class C | 17,712.00 | 19,129.00 | 20,660.00 |
| Patrolman Class B | 18,252.00 | 19,713.00 | 21,291.00 |
| Patrolman Class A | 18,900.00 | 20,412.00 | 22,045.00 |
| Police Sergeant 1st Step | 19,818.00 | 21,404.00 | 23,117.00 |
| Police Sergeant 2nd Step | 20,736.00 | 22,395.00 | 24,187.00 |
| Police Lieutenant - 1st Step | 21,276.00 | 22,979.00 | 24,818.00 |
| Police Lieutenant - 2nd Step | 22,140.00 | 23,912.00 | 25,825.00 |
| Police Detective | * 800.00 | * 800.00 | * 800.00 |

* To be paid to all Police Officers and Sergeants while assigned Detective duties, in addition to their annual salary.

ARTICLE VIII - LONGEVITY PROGRAM

NOTE: Any employee hired after September 23rd, 1975 shall not be eligible for the longevity program.

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

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

| | <u>1980</u> | <u>1981</u> | <u>1982</u> |
|---------------------------|-------------|-------------|-------------|
| After 5 continuous years | \$ 258.00 | \$ 258.00 | \$ 308.00 |
| After 10 continuous years | 516.00 | 516.00 | 616.00 |
| After 15 continuous years | 774.00 | 774.00 | 924.00 |
| After 20 continuous years | 1,032.00 | 1,032.00 | 1,232.00 |
| After 25 continuous years | 1,290.00 | 1,290.00 | 1,540.00 |

b) 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.

ARTICLE IX - GRIEVANCE MACHINERY

Grievance Machinery

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 P.B.A. 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 shall be enacted.

Step 1: The employee and the president of the P.B.A. or his designee hereinafter called the "P.B.A.", or the employee individually, but in the presence of the P.B.A., shall take up the complaint with the Captain and/or the Chief of the Department. In the event the complaint is not satisfactorily settled within three (3) working days, the employee and the P.B.A. shall sign a written complaint and forward the grievance to the next step in the procedure.

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

Step 2: The P.B.A. will discuss the grievance with the Director of the Department of Public Safety. In the event the grievance is not satisfactorily adjusted within three (3) additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

Step 3: The Union representatives 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 a 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.

Step 4: If the foregoing steps do not affect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

1. The P.B.A.
2. The Captain and/or Chief
3. Director of Public Safety or his designee
4. Business Administrator and/or Mayor

The Grievance Committee shall meet within seven (7) days of the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The Committee may hold hearings, and gather any information necessary for a decision.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, then in that event, either party may, within 30 days, request the N. J. State Labor Mediation Service to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's 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 P.B.A. through grievance procedures of this agreement. Therefore, the Employer agrees that it will not lock out its employees and the P.B.A. 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 P.B.A. 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 P.B.A. further agree that in the event it is deemed necessary to issue statements to the mass media at any time during or after the aforesaid grievance procedures,

said statements shall be made by the Employer through its Business Administrator or his duly authorized agent and 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 OFFICERS' RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every police officer shall have the right freely to organize, join and support the P.B.A. 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 Laws 1968, 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 membership in the P.B.A. and its affiliates, his participation in any activities of the P.B.A. 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 institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any police officer such rights as he 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.

ARTICLE XI - COLLEGE INCENTIVE PROGRAM

Effective January 1, 1981 the Employer will establish a College Incentive Program whereby any employee who has successfully attained an "AA" degree (or 64 credits) shall receive a yearly lump sum stipend of \$600.00 and \$1,200.00 for a "BA" degree (or 120 credits). Incentive payments shall be payable one-half on February 1st and one-half on September 1st and no payments shall be made until such time as the employee has presented satisfactory proof of attainment of the degree in question. Satisfactory proof is defined to be a 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. The Employer reserves the right to credit only those courses in which the employee has achieved a grade of "C" or better.

Any sum payable pursuant to the provisions of this clause, shall not be included in the employee's base rate of pay for the purpose of the computation of any other benefits, including the calculation of premium pay for overtime.

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

ARTICLE XII - DENTAL PLAN

Effective July 1, 1980 the Employer shall contribute sufficient monies to pay for one-half of the cost of providing each qualified employee covered under this agreement and the employee's eligible dependents, with a dental plan, known as the Basic Program of New Jersey Blue Shield Dental with riders for Prosthodontics, Orthodontics and no deductible.

Effective on January 1, 1981, the Employer shall contribute sufficient monies to pay the full cost of providing each qualified employee covered under this agreement and the employee's eligible dependents, with the Basic Program of New Jersey Blue Shield Dental with riders for Prosthodontics, Orthodontics and no deductible.

Coverage under the aforementioned dental plan shall be in accordance with the Basic Program as provided by New Jersey Blue Shield and shall be subject to any qualifications, limitations, prescriptions and restrictions as set forth in the policy of insurance with New Jersey Blue Shield.

Employees on a paid leave of absence due to a job-related injury, shall enjoy continued coverage until such time as the employee returns to work or it is determined that the employee is medically incapable of returning to work. Employees on layoff, leaves of absence due to non-job-related injuries and terminated employees shall be terminated from the plan, effective following the employee's last day of work. Employees on layoff or leave of absence due to non-job related injuries or terminated employees who are returning to employment, will be reinstated to the plan.

ARTICLE XIII - RETENTION OF BENEFITS

The Township agrees that all benefits, terms and conditions of employment relating to the status of members in the Clark Police Department not covered by this Agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this Agreement and as provided for in this Agreement.

ARTICLE XIV - TERM

This Agreement shall be in full force and effect from January 1, 1980, through and including the 31st day of December, 1982. 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

Edward H. Radusniok
Township Clerk

By Bernard B. Garas
Mayor

Attest:

CLARK PATROLMEN'S BENEVOLENT
ASSOCIATION

John H. Haller

Robert H. Meyer

10. MAR 25 10 50 PM '81