

**AGREEMENT**

**Between**

**TOWNSHIP OF CLARK**

**And**

**CLARK POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #125**

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**January 1, 2020 through December 31, 2023**

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**PREAMBLE**

THIS AGREEMENT effective the 1<sup>st</sup> day of January 2020, 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 the PBA as the exclusive representative for members of the Police Department of the Employer, 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.

**ARTICLE III**

**VACATIONS AND HOLIDAYS**

**Section 1. Vacation Leave**

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

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<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)

Officers have the value of 13 holidays included in their base pay. Holiday pay is subject to pension benefit contributions, premium pay for overtime, and deductions for healthcare contributions as required by applicable law as well as for the computation of other benefits. Holiday pay shall be paid to officers in their regular paychecks in equal installments consistent with the Township's regular payroll cycle as part of each officer's base earnings.

**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

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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, domestic or civil union partner, child, stepchildren, parents, parents-in-law, grandparents, grandchildren, brothers, sisters or a relative who is part of the household.

Employees are entitled to thirteen and one-half (13 ½) hours of 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 one-fourth (161.25) hours of paid sick leave are granted in each additional calendar year for patrol division and one hundred forty-two and one-half (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 advising that the employee cannot report to work (emergencies excepted). 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

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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 call by telephone or 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 Employee. If such examination determines no sickness is evident, employee shall be subject to discipline. No place of confinement visits or telephone calls shall take place before 0800 nor after 2100 hours.

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

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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 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 annual 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

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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.

In addition to the above, all officers are eligible for the following sick leave incentive:

- |    |                                |              |
|----|--------------------------------|--------------|
| a. | 0 days used in a calendar year | 5 comp days. |
| b. | 1 day used in a calendar year  | 4 comp days. |
| c. | 2 days used in a calendar year | 3 comp days. |

A "used" sick day shall be equal to the number of hours in the employee's regular shift.

This sick incentive comp time shall not be subject to cash-out and shall be included in the 86 hours of accrued compensatory time allowed in Section 5, below.

#### Sick Leave Donor System

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

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;

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- 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.
- k. Sick time donations may be given to police civilian personnel.

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 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

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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.

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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 at the employee's option. An officer shall be allowed to carry a maximum of 86 hours of compensatory time. This leave shall be calculated at the rate of time and one-half the total hours worked. Such requests 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. Request 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.

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- e. Any request for compensatory time off on Easter Sunday, Clark Twp. July fireworks day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's 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.
- h. Unless agreed to by the officer and the Township, an officer may not use compensatory time in lieu of sick time when the Township is notified in writing that an officer's illness or injury has been confirmed by a medical professional until all sick leave is exhausted.

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 Twp. July fireworks day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's 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.

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- f. Unless agreed to by the officer and the Township, an officer may not use compensatory time in lieu of sick time when the Township is notified in writing that an officer's illness or injury has been confirmed by a medical professional until all sick leave is exhausted.

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, domestic or civil union partner, children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, , 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.

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Section 8. Transitional Duty Policy

The Township will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of work related injury or illness. The Chief of Police shall designate the assignment for an officer on transitional duty. The Chief will ensure that officers on transitional duty are assigned to a position and or tasks that are consistent with the officer's medical restrictions. At no time shall any officer on transitional duty have contact with prisoners and/or suspects who are in the custody of the Department.

Transitional duty is not guaranteed and will normally not exceed 90 days but may exceed 90 days at the discretion of the Chief of Police. Transitional duty may be implemented as soon as the temporarily disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee is likely to be able to fully perform the essential functions of the position of police officer after the transitional period. The Police Chief or his designee will determine if there is any meaningful work that can be performed consistent with the medical restrictions. The Police Chief will decide if it is in the best interest of the Department to approve a transitional duty request, and the Police Chief or his designee will notify the employee of the decision. The Department reserves the right to determine the transitional duty assignment at any time.

Decisions on the assignment of transitional duty shall be made based on the availability of appropriate assignments given the officer's knowledge, skills and abilities; availability of transitional duty assignments; and the physical limitations imposed on the officer. Assignments may be changed based upon the needs of the Department and the limitations of the Officers.

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Efforts will be made to keep an officer on transitional duty on his same shift and schedule while working a transitional duty assignment. However, an officer's shift and schedule may be changed if the available assignment can only be completed during a different shift schedule, the officers' hours of work and days of work will be adjusted accordingly.

Employees may not refuse transitional duty assignments that are approved by the Workers Compensation Physician or the Department's consulting physician. In such cases, failure to report to work as directed may result in discipline.

Medical Verification: If an employee believes that the transitional duty assignment is beyond the employee's abilities the employee may request a meeting with the Chief of Police or his designee who will render a written response after consulting with the Department's consulting physician and if applicable the employee's treating medical professional. In determining whether the employee is able to return to work on a transitional duty status, the Department's consulting physician will consider any report provided by the employee's treating medical professional. The final decision as to ability to return to work, however, will be made by the Department's consulting physician subject to the employee's right to appeal through the Worker's Compensation Court or the contractual grievance procedure. If transitional duty is approved the employee's treating physician and/or the Workers Compensation Physician must keep the Police Chief informed of the medical progress. Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason.

Return to Full Duty, is expected at the end of the transitional duty period if the employee is deemed fit for full duty by the Department's consulting physician and the employee's treating medical professional.

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Transitional duty does not affect an employee's rights under the American with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, or any other Federal or State law.

An officer on transitional duty shall not wear the department uniform but shall be armed while on transitional duty so long as it conforms to the officer's medical restrictions.

Leave during transitional duty will be charged accordingly (i.e. Vacation Leave, Personal Leave, etc.).

## ARTICLE V

### CLOTHING ALLOWANCE, EQUIPMENT, UNIFORM MAINTENANCE ALLOWANCE

#### Section 1. Clothing and Maintenance

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.

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

#### Section 1. Hours of Work

The hours of employment for all members of patrol shall be 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 of four (4) days on and three (3) days off. A workday shall consist of 9.5 hours.

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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 by seniority in their respective Bureaus, 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.

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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.

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.

The first 25 hours of training that an officer conducts while on an overtime status shall be paid to an officer at his regular straight time rate.

It shall be the responsibility of the Business Administrator or Chief of Police or his designee to utilize these twenty-five (25) 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 twenty-five (25) hours for training while not on regularly assigned shift, shall be compensated at time and one-half.

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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.

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.

ARTICLE VII

COMPENSATION

Section 1.

Pay steps 1<sup>st</sup> Year to Step 8 of the Patrol Officers' salary guide shall be increased as follows:

1/1/2020 –	2.0%
1/1/2021 –	2.0%
1/1/2022 –	2.0%
1/1/2023 –	2.0%

Pay step 9 of the Patrol Officer's salary guide shall be increased as follows:

1/1/20	2.25%
1/1/21	2.25%
1/1/22	2.25%
1/1/23	2.50%

Effective 1/1/20, an Academy Step at \$40, 000 shall be implemented. Upon graduation of the Academy, an officer shall move to 1<sup>st</sup> year step.

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	Current	1/1/20	1/1/21	1/1/22	1/1/23
Academy		\$40,000	\$40,000	\$40,000	\$40,000
1 <sup>st</sup> year	\$55,130	\$56,233	\$57,357	\$58,504	\$59,674
Step 1	\$58,842	\$60,019	\$61,219	\$62,444	\$63,692
Step 2	\$62,559	\$63,810	\$65,086	\$66,388	\$67,716
Step 3	\$66,272	\$67,597	\$68,949	\$70,328	\$71,735
Step 4	\$69,986	\$71,386	\$72,813	\$74,270	\$75,755
Step 5	\$73,701	\$75,175	\$76,679	\$78,212	\$79,776
Step 6	\$77,415	\$78,963	\$80,543	\$82,153	\$83,796
Step 7	\$81,130	\$82,753	\$84,408	\$86,096	\$87,818
Step 8	\$91,800	\$93,636	\$95,509	\$97,419	\$99,367
Step 9	\$110,393	\$112,877	\$115,417	\$118,013	\$120,964

All employees hired prior to September 2, 2011 shall be at Step 9.

The foregoing salary guide includes the value of 13 holidays. It does not include longevity and college incentive. Sergeants' base pay shall be 12% above a patrol officer at top step and Lieutenants' base pay shall be 20% above a patrol officer at top step.

The following Stipend will apply to Detectives: \$2000.

To be paid to all Police Officers regardless of rank while assigned Detective. Such compensation is part of the Detective's pensionable base pay but shall not increase the Detective's overtime rate.

Officers shall be paid twice per month (24 pays per year) on the 15<sup>th</sup> and the 30<sup>th</sup> day of each month. Should payday fall on a weekend, officers shall receive their pay on the preceding Friday.

#### ARTICLE VIII

#### 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 current annual salary:

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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, and the deductions for health benefits

**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.

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Step 1

The employee and the President of the PBA or his designee 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.

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 Relations 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

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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.

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, including health benefits. 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

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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 and for the deductions for health benefits.

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

## ARTICLE XII

### MEDICAL/DENTAL BENEFITS PLANS

#### Section 1.

The Township's medical benefits program is contracted through the State of New Jersey, Division of Pension and Benefits, commonly referred to as the "New Jersey State Health Benefits Program." There are a number of Plan/Coverage Descriptions available to each employee upon entry within the Department and annually during open enrollment. These programs are offered to each member as they relate to their needs and their respective share of premium costs. It is incumbent on members to determine their needs. Effective January 1, 2020, all unit members that participate in the Employer provided health benefits program shall contribute at Tier 3 of the Chapter 78 contribution grids. Effective January 1, 2021, all unit

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members that participate in the Employer provided health benefits program, (except for the Direct 10 Plan) shall contribute at Tier 3 of the Chapter 78 contribution grids. Those who remain in the Direct 10 Plan on or after January 1, 2021 shall pay the full Tier 4 Chapter 78 premium sharing percentage. The Township has the right to change benefit providers as long as the benefits remain substantially the same. 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.

Employees may elect to waive medical coverage and will be entitled to receive 25% of the amount of the savings to the Township from the waiver of coverage or \$5000.00, whichever amount is less. Waiver incentives are only available if other coverage is through a non-State Health Benefits Plan. Waiver of coverage for less than a full calendar year will entitle an employee to a pro rata share of the waiver incentive payment for the period of the waiver. Waiver payments will not be provided where an employee is covered by insurance paid for by the Township through an employee's spouse or domestic partner or as a dependent.

#### Section 2.

The Township shall continue Dental Coverage as agreed upon by the parties and deductible of twenty-five (\$25.00) dollars per person and seventy-five (\$75.00) dollars per family. The present dental insurance carrier is Delta Dental.

#### Section 3.

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The Prescription Insurance Benefit for active employees shall provide a co-pay of five dollars (\$5.00) for generic drugs and fifteen dollars (\$15.00) for brand drugs.

Section 4.

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 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 employee who retires from the Township in good standing, after twenty-five (25) or more years of credited service in the PFRS and his/her eligible dependents shall receive the recognized Dental, Prescription, Major Medical and Life Insurance to be fully paid for by the

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Employer, until the employee is Medicare eligible. Coverage for the employee's spouse (or civil union/domestic partner) shall also continue until Medicare eligible and for dependent children until age 26. Except as provided below, 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 Township has the right to change benefit providers for retirees as long as the benefits are substantially the same as those in effect on the last day that the retiree was an active employee. In addition, if the SHBP changes its plan of benefits, those changes shall apply to retirees so long as those changes maintain benefits that are substantially the same as those that were in effect on the last day that the retiree was an active employee. Retiree co-payments for prescriptions shall not increase in retirement.

Section 2.

Upon reaching Medicare eligibility, a Medical/Dental program will be provided to supplement Medicare/Medicaid with coverage equal to pre-retirement agreement. Notwithstanding the foregoing, the Township has the right to change insurance providers so long as the benefits remain substantially the same as the Township plan that was primary prior to Medicare eligibility.

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

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spouse shall continue until Medicare eligible and dependent coverage shall continue until age twenty-six (26).

Section 4.

Any employee who retires as defined in Section 1 shall receive sick, vacation, and personal time pro-rated on a monthly basis.

ARTICLE XV

PERSONAL DAYS

Each officer shall be entitled to three (3) 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.

b. The bidding days are:

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

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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.

**ARTICLE XVI**

**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 XVII**

**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

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of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and 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.

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.

ARTICLE XVIII

TERM

This Agreement shall be in full effect from January 1, 2020 through and including the 31<sup>st</sup> day of December 2023. 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.

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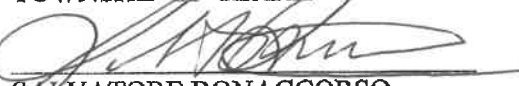


This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

ATTEST:

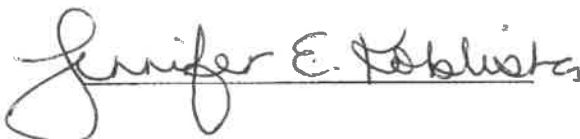
  
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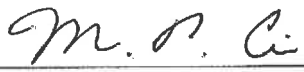
TOWNSHIP OF CLARK

  
\_\_\_\_\_  
SALVATORE BONACCORSO,  
MAYOR

ATTEST:

CLARK POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL #125

  
\_\_\_\_\_  
JENNIFER E. KOBLUSKA

  
\_\_\_\_\_  
MICHAEL CIACCIO,  
P.B.A. PRESIDENT

