

# AGREEMENT

between

TOWNSHIP OF CLARK

and

CLARK POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL #125

January 1, 2002 through December 31, 2005

LINDABURY, McCORMICK & ESTABROOK  
A Professional Corporation,  
By Donald B. Ross,  
Attorney for P.B.A. Local 125

APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C.  
By Frederick T. Danser, III  
Attorney for Township of Clark

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE		1
ARTICLE I	RECOGNITION	2
ARTICLE II	LEGAL REFERENCE	3
ARTICLE III	VACATION AND HOLIDAYS	4
ARTICLE IV	LEAVES	6
ARTICLE V	CLOTHING, EQUIPMENT, ETC.	12
ARTICLE VI	HOURS AND OVERTIME	13
ARTICLE VII	COMPENSATION	16
ARTICLE VIII	LONGEVITY PROGRAM	18
ARTICLE IX	GRIEVANCE PROCEDURE	19
ARTICLE X	POLICE OFFICERS' RIGHTS	22
ARTICLE XI	COLLEGE INCENTIVE PROGRAM	24
ARTICLE XII	MEDICAL/DENTAL BENEFITS	25
ARTICLE XIII	RETENTION OF BENEFITS	27
ARTICLE XIV	RETIREE BENEFITS	28
ARTICLE XV	PERSONAL DAYS	29
ARTICLE XVI	TERMINAL LEAVE	30
ARTICLE XVII	NO WAIVER	31
ARTICLE XVIII	MANAGEMENT RIGHTS	32
ARTICLE XIX	TERM	33

## PREAMBLE

THIS AGREEMENT made as of this 1st day of January 2002, 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, Sergeants, Detectives 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. Vacations

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 to be pro-rated in the first year and taken after completion of the academy
6-10 years	15 working days vacation during each year of service
11-15 years	21 working days vacation during each year of service
16-20 years	23 working days vacation during each year of service
21-25 years	25 working days vacation during each year of service

Section 2. Holidays

New Year's Day

Labor Day

Lincoln's Birthday

Columbus Day

Washington's Birthday

Election Day (General)

Good Friday

Veteran's Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Martin Luther King's Birthday

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 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 prior to return to duty. 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, child, grandchild, parents, grandparents, brothers, sisters or a relative who is part of the household.

Employees are entitled to eight hours sick leave with pay for each month of service from the date of appointment to December 31st of that year. Thereafter, 120 hours of paid sick leave are granted in each calendar year.

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

Payment of the sick leave buy-out shall be in the following manner: on 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 in 2002 the parties agree to implement a sick leave incentive plan whereby an employee covered hereunder who uses three (3) days or less of sick leave (herein defined as 33 hours for patrol and 29 hours for the bureaus based on conversion to current work schedule hours) during the course of a calendar year shall have the option to be paid for up to 40 hours of unused sick leave and may accumulate (bank) one half (1/2) of the remaining unused hours of sick leave from the original 120 hours of annual entitlement. 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.

## Section 2.

In the event an employee's illness causes an absence from work for five (5) 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 sick leave in any year must submit to a physical examination by a medical doctor selected by the Department of Administration, Health and Welfare. 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 the employee's family must telephone Police Headquarters at least an hour before the employee's starting time to advise that he/she 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 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 disabling work-connected injury is sustained and causes an extended absence, the Township of Clark will adopt a resolution granting the injured employee up to one-year leave of absence with pay. 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/she may receive as worker's compensation.

### Section 3. 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 birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the treating 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 the seniority accrued up to the time the unpaid leave commenced.

#### Section 4.

Any full time employee, who is a member of any reserve type unit of any Armed Forces of the United States and who is required to engage in field training shall be granted a military leave of absence with pay for a period of such training. Such paid leave of absence shall not affect the employee's vacation.

When a full time employee has been called to active duty or inducted into the military or naval forces of the United States, the employee shall be granted a military leave of absence with pay for the period of such training. Such paid leave of absence shall not affect the employee's vacation.

When a full time employee has been called to active duty or inducted into the military or naval forces of the United States, the employee shall be granted an indefinite

leave of absence, without pay, for the duration of each military service. The employee must be reinstated, without loss of privileges or seniority, provided the employee reports for duty with the Township within 90 days following the employee's honorable discharge or separation from active military service.

Section 5.

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

Section 6. 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 requests must be approved by the Business Administrator through the Department Head unless specified by Federal law.

Section 7. Leave Because of Death

Leave with pay, not exceeding five (5) 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 employee's spouse, children (natural, adopted, or step), parents, brothers, sisters, grandparents, or grandchildren.

Leave with pay, not exceeding three (3) 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's mother, father, brothers sisters, grandparents, grandchildren, or other person who is a member of the employee's household.

Section 8. 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 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

CLOTHING ALLOWANCE. EQUIPMENT

UNIFORM MAINTENANCE ALLOWANCE

Section 1. Clothing and Maintenance

Effective in 2002 and for each succeeding calendar year through 2004 each officer shall receive an annual allowance of Nine Hundred (\$900.00) Dollars for the replacement of work uniform and uniform cleaning and maintenance. Employees will receive the clothing allowance within six (6) weeks of adoption of final budget, and they will be responsible to maintain their uniforms in accordance with department policies. Requirement for vendor receipts is eliminated and clothing allowance is taxable.

Effective in 2005 the clothing allowance will be increased by \$50.00 to \$950.00 per annum.

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 the Bureau of Police who are assigned to patrol duty 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 members of the Bureau of Police assigned to the detective division and other non-patrol divisions or bureaus shall be a rotation of four (4) days on and three (3) days off. A workday shall consist of 9.5 hours.

Vacations, Holidays, personal days and sick days shall continue to be adjusted as originally agreed upon. The adjustment of these days if not already done so in the contract will be converted to hours as per the 9/5/90 agreement. This is done by converting days of entitlement to hours by multiplying by 8 and then dividing those hours by the number of hours worked (10.75 or 9.5). i.e., 21 days \* 8 = 168 hrs

$$168 \text{ hrs divided by } 10.75 = 15.62$$

16 days

Bereavement leave shall continue to be compensated on a day-to-day basis.

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 1st and shall be returned promptly so that assignments can be made on or before October 31st.

Each employee shall list a first, second and third preference for shift assignment

and, 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 to the divisions or bureaus other than patrol shall bid on shifts within their respective assignments, provided more than one shift in operation within the assigned area.

In order to meet 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 Chief of Police, which approval shall not be unreasonably denied.

### Section 3. Overtime

Overtime compensation at the rate of time and one-half the employee's regular 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 week, 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 twenty (20) hours of mandated training shall be paid at straight time. All hours spent after the first twenty (20) hours for training while not on a regularly assigned shift, shall be compensated at time and one-half.

With respect to all overtime, the employee may elect to be compensated in cash or with compensatory time at the applicable rate. Effective in 2002 and for the term of this Agreement, however, there shall be a cap of 100 hours on the amount of compensatory time that may be accumulated and 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 Chief 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 provisions set forth herein.

Employees with a current bank of compensatory time in excess of 100 hours must use or get paid for enough comp time to reduce the bank to the 100 hour maximum within the first two years of the contract (2002 and 2003), and they may not accumulate any more compensatory time until their bank is below the 100 hour cap. Any comp time

in excess of 100 hours that exists after December 31, 2003 can only be used as comp time and must be used at least one year prior to retirement.

Section 4. Call In

Effective upon ratification and approval of this Agreement 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 in behalf of Clark Township shall receive a minimum of two hours pay at time and one half.

ARTICLE VII

COMPENSATION

Section 1.

The salaries shall be in accordance with the time and amounts as set forth below, and shall reflect the following percentage increases to base salary:

Effective January 1, 2002	4.0%
Effective January 1, 2003	3.5%
Effective January 1, 2004	3.5%
Effective January 1, 2005	4.0%

Effective January 1, 2002 new hires shall continue to be paid \$23,000.00 from date of appointment to one (1) month after graduation from the Police Academy and then shall have a step added to the guide which shall be 50% of the difference between start rate and the current Step 1. Thereafter, these new hires shall be placed on the five (5) year salary guide with increases on the anniversary date of appointment, as follows:

2002            2003            2004            2005

0 – 1 Month After Academy	23,000	23,000	23,000	23,000
Completion 1 <sup>st</sup> Year	30,361	31,021	31,705	32,513
Step 1	37,722	39,042	40,409	42,025
Step 2	44,781	46,349	47,971	49,890
Step 3	51,839	53,653	55,531	57,752
Step 4	58,896	60,958	63,091	65,615
Step 5	65,954	68,262	70,651	73,477

Sergeants

1st Step	\$69,153	\$71,573	\$74,078	\$77,042
2nd Step	\$72,332	\$74,864	\$77,484	\$80,584
Lt. 1st Step	\$74,215	\$76,813	\$79,501	\$82,682
Lt. 2nd Step	\$77,211	\$79,913	\$82,710	\$86,018
Detective *	\$ 1,500 *	\$ 1,500 *	\$ 1,500	

\* To be paid to all Police Officers regardless of rank while assigned Detective Duties, in addition to their Annual Salary.

The salary ranges designated above shall be effective as of the 1st of January of each year, 2002, 2003, 2004 and 2005.

Section 2. Bi-Weekly Pay

Effective on or about July 1, 2002 there shall be a bi-weekly pay plan established for employees covered by this Agreement which will normally produce 26 pays per year or 27 pays in the year in which 27 pay periods occur.

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 the 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

Those officers presently receiving more money than specified above will be grandfathered with this larger allotment.

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 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 Chief of the Department. 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 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 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 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 effect a settlement of the grievance, either party may refer the dispute to the Grievance Committee.

The Grievance Committee shall consist of:

1. The PBA
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 after the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The Committee may hold hearings, and gather 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 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 or after the aforesaid grievance procedures, said statements shall be made by the Employer through its Business Administrator or his/her 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 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 is shall not discriminate against any police officer with respect to hours, wages or any terms or conditions or employment by reason of his/her membership 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.

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.

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.

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 a "AA" degree or (64) credits shall receive a yearly lump sum stipend of \$600, and shall receive \$1,200 for a "BA" degree (or min. 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 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. Any sum payable pursuant to the provisions of this clause shall be included in the employee's base rate of pay for the purpose of the computation of other benefits, including the calculation of premium pay for overtime in accordance with present practice when an employee has completed two years of service with Clark Township.

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).

ARTICLE  
XII

MEDICAL/DENTAL BENEFIT PLANS

Section 1.

The following are the recognized Medical/Dental Benefits Program:

New Jersey State Health Benefits Plan which consists of Traditional, New Jersey Plus and 6 H.M.O. Options. The parties agree that the Township has the right to change insurance carriers provided that any new insurance carrier supplies substantially equivalent coverage.

Employees on paid leave of absence due to job-related injury shall enjoy continued coverage until the employee returns to work or it is determined that the employee is medically incapable of returning to work. Employees on layoff or leave 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 recalled to employment will be reinstated to the plan.

Section 2.

The Township shall continue dental with 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.

Effective in 2002, the Prescription Insurance benefit shall have co-pay of five (\$5.00) dollars for both generic and brand name drugs. Effective January 1, 2005 the

Prescription Insurance benefit shall change to 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.

Section 4.

Effective as of January 1, 1999, the parties agree that employees covered hereunder shall continue to receive group coverage for children over age 19 to age 23 provided they are full-time college students, the premium cost of which coverage 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 relating 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 other way, affect, limit or modify any other term of this Agreement.

## ARTICLE XIV

### MEDICAL/DENTAL BENEFITS PLAN FOR RETIRED MEMBERS

#### Section 1.

An Association member who retires, in good standing, after twenty-five (25) years of continuous service shall receive the New Jersey State Health Benefits Plan which consists of Traditional, New Jersey Plus and 6 H.M.O. Options, 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.

#### Section 2.

After age sixty-five (65) a Medical/Dental Health 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. Said coverage for the spouse shall continue until the age of sixty-five (65) and dependent coverage shall continue until age nineteen (19) or twenty-three (23) in the case of full time students.

ARTICLE XV

PERSONAL DAYS

An Association member will be granted, if needed, 16 hour personal leave per year, with pay, provided that the member gives notice in advance of taking the personal day and, upon request, states the reason for the day being taken, where the absence during scheduled working hours is unavoidable, without substantial hardship.

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 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 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 XIX

TERM

This Agreement shall be in full force and effect from January 1, 2002 through and including the 31st day of December, 2005. 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 BONNACCORSO,  
MAYOR

ATTEST:

CLARK POLICEMEN'S  
BENEVOLENT ASSOCIATION,  
LOCAL 125

\_\_\_\_\_

\_\_\_\_\_

GLENN GRIFFIN, P.B.A. PRESIDENT

#113239amm&m