

#297

1995 - 1996

AGREEMENT

BETWEEN

TOWNSHIP OF CEDAR GROVE

AND

WEST ESSEX POLICEMEN'S

BENEVOLENT ASSOCIATION

LOCAL NO. 81

## **TABLE OF CONTENTS**

	<b>Page</b>
Preamble	1
ARTICLE I      Recognition - Negotiating Unit	1
ARTICLE II     Township's Perogatives	2
ARTICLE III    Grievance Procedure and Arbitration	3
ARTICLE IV     Wages	6
ARTICLE V      Overtime, Transfers & Special Assignments	7
ARTICLE VI     Pension and Insurance	9
ARTICLE VII    Vacations and Holidays	11
ARTICLE VIII   Bereavement Pay	11
ARTICLE IX     General	12
ARTICLE X      Sick Leave	15
ARTICLE XI     Legal Aid and False Arrest Insurance	17
ARTICLE XII    Commitment to Insure Uninterrupted Township Operations	17
ARTICLE XIII   Entire Agreement and Savings Clause	18
ARTICLE XIV    Fair Representation Fee	18
ARTICLE XV     Duration and Re-Opener	19
SCHEDULE A    Wage Rates for 1995 and 1996	21

# **A G R E E M E N T**

This Agreement, entered into this 6<sup>th</sup> day of May 1996, by and between the Township of Cedar Grove, in the County of Essex, a political subdivision of the State of New Jersey, hereinafter known as the "Township" and the West Essex Policemen's Benevolent Association, Local No. 81, hereinafter referred to as the "P.B.A." as the agent for and acting in behalf of the Township's Police Department.

## **WITNESSETH:**

**WHEREAS**, the P.B.A. is the recognized exclusive negotiating representative for the Police Patrolmen, Sergeants and Lieutenants employed by the Township of Cedar Grove with respect to wages, hours, benefits and other conditions of employment; and

**WHEREAS**, the parties have engaged in collective negotiations for the purpose of effectuating mutual understandings and continued harmonious relationships;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of the parties hereto, the parties agree as follows:

## **ARTICLE I**

### **RECOGNITION - NEGOTIATING UNIT**

**SECTION A:** The Township hereby recognizes the P.B.A. as the exclusive negotiating representative with respect to rates of pay, hours, benefits and other conditions of employment for employees of the Township's Police Department who are classified as Patrolmen, Sergeants, Lieutenants and non-uniformed Detectives, excluding the Chief of Police, the Captain of Police, and all other employees of the Township.

**SECTION B:** The Township shall deal with the designated Cedar Grove P.B.A. representative in all matters related to this Agreement. The Cedar Grove P.B.A. shall submit the name of the designated representative to the Township Manager, in writing, upon the execution of this Agreement, and shall notify the Township Manager, in writing, promptly of any change of any such designated representative during the term of this Agreement.

## **ARTICLE II**

### **TOWNSHIP'S PREROGATIVES**

**SECTION A:** The management of the Township Police Department and the direction and control of the Negotiating Unit employees and other working forces contained therein, including without limitation the absolute right to establish new jobs, abolish or change operating procedures and equipment to be used by the Negotiating Unit, to determine normal working hours, to schedule overtime and to generally direct and control the working forces in a manner designed to promote the greatest continuity and efficiency of the Township's Police Department, shall be solely vested in the Township through the Township Manager, Chief of Police or other duly authorized management personnel. The Township shall also have the exclusive right to schedule and assign work; to hire, suspend, demote, discipline and discharge employees for just cause; to train employees for other jobs and to transfer (temporarily or permanently) or lay off employees, consistent with Chapter 15-8 of the Township Ordinances (abolishment of position or reduction of personnel; effect thereof), to the full extent authorized by and subject only to the limitations contained in State Statutes (particularly Title 40 and 40A of the New Jersey Statutes), Township Ordinances, other applicable laws and the terms of this Agreement.

The inclusion herein or enumeration of any specific rights or prerogatives of the Township are not intended to, nor shall they be, a limitation of the Township's authority and right to solely and absolutely direct its working forces. Management's prerogatives shall be limited only by specific provisions in this Agreement, State Statute or Township Ordinance.

All Township Ordinances and "Rules and Regulations of the Police Department" not inconsistent with this Agreement shall become part of this Agreement.

**SECTION B:** The Township shall have the right to establish through its Township Manager or Chief of Police, reasonable rules and regulations, not inconsistent with the provisions of this Agreement, to assure the orderly functioning and operation of the Township's Police Department in an efficient and economical manner.

Said rules and regulations may be modified or supplemented from time to time by the Township Manager and Chief of Police at their discretion. Said rules and regulations and the modifications or supplements thereto shall be in writing and will be effective three (3) days after the posting thereof in a conspicuous place maintained in the Township offices, available and accessible to the Police Department employees. The Township shall discuss proposed rules and regulations with the P.B.A. before implementation.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE AND ARBITRATION**

**SECTION A: Scope.**

All disputes with respect to the application, interpretation or breach of this Agreement and discipline hereunder shall be subject to the provisions of this Article which shall constitute the sole remedy of the parties. Each party shall have equal rights to utilize the grievance procedure and arbitration.

**SECTION B: Grievance Procedure.**

Informal. An aggrieved employee shall orally present his grievance to the immediate superior in his department who has jurisdiction over the subject matter of the dispute to seek an informal adjustment.

Formal. Step 1 - A written grievance shall be presented to the Chief of Police within two (2) working days of the incident giving rise to the grievance. The Chief of Police shall conduct a hearing permitting the aggrieved or any defending officer or superior to present evidence. A

decision by the Chief shall be rendered within three (3) working days after conclusion of the hearing.

Step 2 - Any unresolved grievance shall be presented in writing to the Township Manager within three (3) working days after decision by the Chief of Police, and the Manager shall conduct a hearing at which time the aggrieved and the Police Department superior may present evidence. The Manager shall, within three (3) working days after conclusion of the hearing, indicate to the aggrieved and his P.B.A. representative his intention with respect to the disposition of the grievance if adverse to the aggrieved so that he may consider an application to the Advisory Personnel Board for review. If such application to the Advisory Personnel Board is not filed within ten (10) days after the Manager has indicated his intention to render an adverse decision, the Manager shall issue his final decision in writing to the aggrieved and the P.B.A.

**SECTION C:            Advisory Personnel Board**

At the option of the aggrieved employee, application may be made to the Advisory Personnel Board to review the dispute and render its advisory opinion to the Township Manager. A written application must be filed within ten (10) days of the Manager's advice that an adverse decision may be rendered; failing which the employee shall be deemed to have waived such right of appeal. Appeals to the Advisory Personnel Board shall be as follows:

As of Right - An employee who is subject to any of the following disciplinary measures shall have the right of Advisory Personnel Board review by filing a written statement with the Board setting forth the reasons for objections to the proposed discipline within seven (7) days of the receipt of the Manager's advice:

1. Suspension without pay for more than three (3) days at any one time.
2. Demotion for disciplinary reasons.
3. Dismissal for disciplinary reasons.

The application and procedures shall be as set forth in the Revised Ordinances of the Township, Section 52-60 and 61.

Discretionary - An aggrieved employee may apply for leave to present any other grievance

matter to the Advisory Personnel Board for review and advisory opinion by filing a written request with the Board within ten (10) days of the date of Manager's advice of proposed action. The Advisory Personnel Board may grant such a request in its judgment if it deems the matter significant enough for further investigation. The procedures for application and review are as set forth in Revised Ordinances of the Township, Section 52-60 and 61. The Township Manager shall render his final decision within fifteen (15) days after receiving the Advisory Personnel Board's advisory opinion.

**SECTION D:            Arbitration.**

Any dispute subject to the provisions of this Article which has not been resolved under any of the applicable preceding sections may be submitted to arbitration by either party to this contract by filing of a formal written notice of intent to arbitrate within ten (10) days after the Township Manager's final decision has been rendered (if an employee grievance) or within thirty (30) days after a dispute arises if the initiative is taken by Management. The said notice shall be filed with the Public Employment Relations Commission and a copy simultaneously served upon the other party. Thereafter, the selection of an arbitrator and the arbitration procedure shall be in accordance with the rules and regulations of the Public Employment Relations Commission to a final binding award by a single arbitrator. Cost of arbitration shall be equally borne by the parties except in such case where the arbitrator affirmatively determines that the position of a party to the arbitration was frivolous and clearly non-meritorious, in which case such party shall bear the full cost of the arbitrator's fee. The arbitrator shall have no authority to modify the provisions of this contract and shall render his opinion in accordance with the terms hereof.

**SECTION E:            Time.**

The time periods contained in this Article are mandatory and of the essence and not merely procedural. A party failing to act within the periods applicable hereunder shall be deemed to have waived his rights to further proceed. The parties may mutually agree to extend any time provision in writing.

**SECTION F:            Exclusive Remedy.**

The provisions in this contract for the adjustment of disputes are recognized by the parties

as the primary and exclusive remedy for contract dispute resolutions (not collective bargaining controversies) and each party agrees that it will, when a contractual dispute arises, exclusively utilize the remedies set forth in this contract and not seek any extra-contractual adjustment.

## **ARTICLE IV**

### **WAGES**

**SECTION A:** Effective February 1, 1995, all employees covered by the provisions of this Agreement will receive an increase of 5.0% above their previous base rate, which new amount is shown in Schedule A "Wage Rates for 1995." The Sergeants' maximum rate shall be 112% of the Patrolmen's maximum rate. The lieutenants' rate shall be 116% of the Sergeant's maximum rate.

Effective February 1, 1996, all employees covered by the provisions of this Agreement will receive an increase of 5.0% above their previous base rate, which new amount is shown in Schedule A "Wage Rates for 1996." The Sergeants' maximum rate shall be 112% of the Patrolmen's maximum rate. The lieutenants' rate shall be 116% of the Sergeants' maximum rate.

Police officers promoted to the rank of Lieutenant prior to July 1, 1996, shall receive a pay rate of 110% of the Sergeant's maximum rate for a period of one (1) year. Lieutenants, upon completion of their first year shall have their rate increased to 116% of the Sergeant's rate. Effective July 1, 1996, any police officer promoted to the rank of lieutenant shall receive 116% of the Sergeants' maximum rate.

Upon the successful completion of the basic police training course, a newly hired police officer shall advance to the first step of the salary schedule, and he shall advance to each successive step of the salary schedule upon the anniversary date of hiring. Incremental movement shall occur as specified unless mutually agreed otherwise by the parties.

**SECTION B:** For employees hired prior to January 1, 1989, the anniversary date shall be considered January 1 of each year succeeding hire. For employees hired after January 1, 1989,



the anniversary date shall be the first of the month in which the employee is hired.

**SECTION C:** In addition to the above, effective January 1 of each contract year, Longevity Payments shall be provided to covered employees beginning with the employee's fifth year of service as follows, which sums shall be included in the regular periodic paycheck of each employee and utilized for all base pay-related purposes:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
5-9 years	2.0% of base rate
10-14 years	4.0% of base rate
15-19 years	6.0% of base rate
20-24 years	8.0% of base rate
25 years and above	10.0% of base rate

**SECTION D:** Employees who are promoted into a higher paying job classification shall receive the minimum rate as shown in Schedule A and then, at the recommendation of the Chief of Police and the discretion of the Township Manager, the higher rate on January 1 of the year following the promotion. All anniversary dates shall be converted to January 1 for seniority and promotion purposes.

**SECTION E:** It is the intention of the Township in agreeing to the wage increases included in this contract to maintain a reasonable competitive position for the members of the unit with their counterparts in other communities in the West Essex area. It is the Township's intention to strive for the continuation of this policy in subsequent years, subject to its fiscal ability.

## **ARTICLE V**

### **OVERTIME, TRANSFERS & SPECIAL ASSIGNMENTS**

**SECTION A:** Employees who are required to work in excess of their normally scheduled quitting

time shall receive overtime compensation at the rate of time and one-half (1-1/2) for all overtime hours worked on that day. An employee called back to work on the next subsequent shift shall be entitled to overtime at one and one-half (1-1/2) times his regular rate with a two (2) hour minimum.

**SECTION B:** For work performed on an employee's normally scheduled day off, he shall be paid at time and one-half (1-1/2) for all hours worked. Attendance at parades will be mandatory when called out by the Chief of Police.

**SECTION C:** Overtime compensation at the premium rate shall be paid to any Police Officer who performs overtime work in accordance with Sections A and B.

**SECTION D:** Overtime shall be distributed as equally as possible among all employees in the classification in which it is required. Employees within the same rank will be afforded the opportunity for overtime work. In the event of a refusal by all such employees, an employee from a lower rank may then be directed to perform such work at no increase in rate of pay.

In the event an employee from a lower rank is directed to work in a higher paying classification for an extended period of time, the employee will receive the base rate of pay for such work in the higher rank. Where a Patrolman assumes the responsibility of Sergeant for two or more weeks, he shall then be paid at the Sergeant's minimum rate.

A record of overtime hours worked will be maintained by the Police Department, which shall include number of overtime hours of work which have been refused by an employee. Overtime records shall be available to the P.B.A. designated representative if requested.

**SECTION E:** Employees may, at their sole option, elect to receive any portion of their overtime compensation in the form of compensatory time on a time and one-half (1-1/2) basis instead of overtime pay. No more than five (5) days of Compensatory Time may be accumulated.

In requesting use of Compensatory Time Days, no more than two (2) may be used at one time and the time they are used is subject to the approval of the Chief.

**SECTION F:** All off-duty Court appearances will be reimbursed at time and one-half (1-1/2). There will be a two hour minimum for appearances in the Cedar Grove Municipal Court. Officers appearing in Court will be in uniform or suit and tie (uniform may be specifically required by notice to the individual officer). Officers appearing in Municipal Court shall be required to report at 8:00 p.m., or later, if so directed by the Court, on each scheduled Court night. The officer who is designated "Court Officer" shall appear in uniform, at a time directed by the Court which may be earlier.

**SECTION G:** Employees classified as Detectives shall receive an annual stipend of \$1,000.00 in addition to the overtime compensation described in this Article.

Employees classified as Safety Officers shall receive an annual stipend of \$900.00. The Safety Officer shall not be entitled to overtime payment while performing duties under the classification of Safety Officer.

Employees classified as Crime Prevention Officers shall receive an annual stipend of \$500.00 which payment shall be in lieu of any additional compensation while he is performing duties under such classification.

These amounts shall be payable in equal semi-annual installments on June 1 and December 1.

## ***ARTICLE VI***

### **PENSION AND INSURANCE**

**SECTION A:** The Township, at its own cost, shall provide employees and their dependents with medical benefits contained in the Blue Cross/Blue Shield 14/20 Series Benefit Program and Rider J medical insurance, or other medical benefits program containing equivalent benefits, during the term of this Agreement.

The Township shall also provide a primary dental plan to cover all employees and their dependents under Delta Dental Plan of New Jersey, Inc., or other dental care program containing

equivalent benefits, providing 50% coverage of allowable charges, calendar year maximum per patient of \$1,000.00 and deductibles for each calendar year of \$50.00 per patient and \$150.00 per family.

**SECTION B:** Pension and retirement benefits shall be provided in accordance with the Statutes of the State of New Jersey.

**SECTION C:** The Township shall provide a description of employee insurance benefits to include the following:

1. Name of company and policy number.
2. Eligibility requirements.
3. Summary of benefits.
4. Forfeiture of benefits.
5. Claims procedure.

**SECTION D:**           **Supplemental Retirement Benefit.**

A police officer, upon retirement, may continue his medical benefits by filing the appropriate application with the Health Benefits Program in accordance with the terms of the program and submitting personal payments in order to continue said medical benefits. Employees who retire in accordance with the Police and Firemen's Retirement System on a disability pension or after 25 years or more of service will be eligible to be reimbursed by the Township for the actual cost of said continuous medical coverage paid by the retired officer up to an amount not to exceed the annual premium rate in effect for other active employee medical coverage. The retired officer shall continue to be eligible to receive such reimbursement until such time as he secures other full-time employment and is eligible to be covered by medical insurance, becomes eligible for Medicare, or upon the death of the retired officer, whichever shall be sooner.

**ARTICLE VII**  
**VACATIONS AND HOLIDAYS**

**SECTION A:** Permanent full time Police Officers shall be entitled to the following vacation benefits:

<u>LENGTH OF SERVICE</u>	<u>VACATION DAYS</u>
1 thru 4 years	10 working days
5 years	11 working days
6 years	12 working days
7 years	13 working days
8 years	14 working days
9 years	15 working days
10 thru 11 years	16 working days
12 thru 13 years	17 working days
14 thru 15 years	18 working days
16 thru 17 years	19 working days
18 thru 19 years	20 working days
20 thru 24 years	21 working days
25 or more	22 working days

**SECTION B:** Employees will be provided with twelve (12) holidays per year, five of which shall be added to vacation time and seven of which shall be paid to each covered employee during the second week of December of each year.

**ARTICLE VIII**  
**BEREAVEMENT PAY**

**SECTION A:** Any covered employee who sustains a death in his immediate family will be

permitted to take off up to three (3) working days without suffering any loss in pay.

**SECTION B:** For purposes of this Article, immediate family shall mean spouse, parents, children, brother, sister, step-children, spouse's parents, spouse's brothers, spouse's sisters, and relatives living under the same roof.

**SECTION C:** In special or unusual circumstances, the Chief of Police may grant additional time off, in his discretion; such additional time off shall be charged against current year sick leave.

## **ARTICLE IX**

### **GENERAL**

**SECTION A:** Employees who are attending college (at least one full semester each fiscal year-September 1 through August 31) to secure a degree, or employees who have secured a degree (A.A. or B.S.) in Police Science shall be entitled to an annual payment each Contract year for qualified credits according to the following schedule:

<u>COMPLETED CREDITS</u>	<u>PAYMENTS</u>
1 - 16	\$10.00 per credit after attainment of 16th - \$160.00
17 - 34	\$10.00 per additional credit as attained
35 - A.A. Degree	\$12.00 per additional credit as attained
A.A. or B.S. Degree	\$745.00 per year

Credits shall not be considered "qualified" unless a grade of "C" or higher was obtained or, if the course was a "pass-fail" course, a grade of "pass" was obtained. This limitation shall not, however, apply to credits earned prior to January 1, 1983.

Any college credits accumulated before the effective date of this Agreement must be accepted by the college which is being attended as applicable toward a degree in Police Science before such credit will be considered for application to this Article. Qualifying transcripts in support of any payment request under this Section shall be submitted to the Township not later than November 1 of each Contract year.

**SECTION B:** Effective January 1, 1995, all employees covered by this Agreement shall be provided with a \$700.00 annual cleaning and clothing allowance, to be paid in equal semi-annual installments during June and December of each contract year.

**SECTION C:** An employee who requires a leave of absence must submit a request in writing. If favorably endorsed by the Chief of Police and approved by the Township Manager, the employee will be granted time off without pay for a period of six (6) months, which may be extended for an additional six months if deemed necessary by the Township Manager.

**SECTION D:** There shall be no discrimination, interference, restraint or coercion by the Township against the employees represented by the P.B.A. because of membership in or lawful activity on behalf of the P.B.A., nor shall either party discriminate against an employee because of race, color, religion, age, sex or national origin.

**SECTION E:** Upon the presentation of sufficient documentary proof of damage by an employee, the Township will replace items of the employee's clothing, his eyeglasses or contact lenses, or watch which were damaged in the line of duty. The Township shall provide only a cash payment for the replacement of an employee's watch not to exceed \$35.00, and for the replacement of an employee's eyeglasses or contact lenses a cash payment not to exceed \$300.00, for line of duty damage or loss. Line of duty shall mean while an employee is on duty on a shift or when he is responding to a call.

**SECTION F:** All employees who are required to use a private automobile shall be reimbursed at the rate of 18-1/2 cents per mile plus tolls and parking, when such use has been authorized by the Chief of Police or his designated representative.

Employees shall receive a meal allowance not to exceed \$5.00 when they are on municipal business in Court appearance outside of the municipality, or on special duty assignment

by the Chief of Police outside of the Township; provided, however, that such meal allowance is supported by appropriate receipts, when available.

**SECTION G:** Departmental seniority shall prevail in the Unit. Layoffs shall be accomplished in the inverse order of seniority in the job classification in which a reduction in force is determined, and affected employees shall have bumping rights according to departmental seniority subject to their relative ability to perform the job function of the officer they seek to replace. Recall from layoff shall be in the order to seniority and an officer so recalled shall return to work not later than three (3) working days following notice of recall. The Township agrees that non-police personnel shall not be assigned to do bargaining unit work except in cases of emergency.

**SECTION H:** The parties shall each select two (2) representatives to a joint Labor-Management Relations Committee. The Committee shall periodically confer and discuss Labor-Management relations, rules and regulations and standards for evaluation of Unit personnel. The establishment of the Committee shall not impair or be deemed a waiver of any Management prerogative contained in this Agreement.

**SECTION I:** A physical fitness program shall be initiated during the period of the contract. The Labor-Management Committee shall prepare and recommend a format for the program to the Township. The Township shall review such recommended program and shall either adopt the program as presented, or refer it back to the Committee with its comments and criticisms to be resubmitted after changes are made in accordance with such comments.

The inclusion of the parties of this procedure in the collective bargaining agreement is in the interest of the development of a satisfactory program by mutual agreement and shall not be deemed a waiver by either of their respective prerogatives or rights.

**SECTION J:** Each Police Officer shall attend quarterly meetings with the Chief of Police without compensation at which meeting the Chief of Police and the individual Police Officer shall have an opportunity to present and discuss any matters, except those subject to the formal grievance procedure.

**SECTION K:** The Township agrees not to exercise its prerogative to place men "on call" except when reasonably necessary for the public safety and welfare.



**SECTION L:** An Officer will be permitted to review his personnel file annually and receive a copy of any potentially adverse item placed therein. He shall have the right to provide a response to any such adverse item which shall also be placed in his file. The examination shall be on reasonable written notice to the Township Manager.

**SECTION M:** Each Officer is entitled to a thirty (30) minute meal break and one fifteen (15) minute coffee break per shift to be taken within the limits of the Township.

**SECTION N:** The Township shall arrange for physical examinations of each unit employee during each of the calendar years of this contract.

**SECTION O:** Each Police Officer shall secure and maintain qualifications in cardiopulmonary resuscitation and in first aid during each calendar year of this contract, which qualifications or requalifications shall be accomplished during time paid for or allowed by the Township as a result of work rescheduling. Every certification, once obtained, shall be maintained current by the Officer. A certificate of qualification or requalification shall be provided to the Township on or before the first day of December in each calendar year. In the event scheduling changes implemented by management no longer provide the time required to provide training or retraining for certifications in CPR and first aid, management may at its option continue the \$50.00 pay for CPR qualifications, eliminate the mandatory requirement of CPR and/or first aid, or provide straight time wages for the time expended to secure certification or recertification in either category.

**SECTION P:** The Township shall reimburse employees \$500.00 or the actual cost, if less, for the replacement of bullet-proof vests. A committee shall be appointed by the employees to advise the Chief of Police which vests need replacement. The Chief of Police shall make the final determination whether any or all of the vests recommended for replacement shall be replaced, except that no more than three (3) vests shall be replaced in any one contract year.

## **ARTICLE X**

### **SICK LEAVE**

**SECTION A:** Effective January 1, 1974, all employees covered by this Agreement shall be

provided with sick leave of a maximum of twelve (12) days per calendar year.

**SECTION B:** Sick leave can be accumulated without limit during each employee's length of service. At the time of separation from service, as a result of retirement or a work connected disability, an employee shall receive accumulated maximum sick leave of 60 days prior to date of retirement so as to coincide with date of retirement. The employee shall be entitled to terminal leave on the basis of sick day leave accumulated and not previously used.

**SECTION C:** All sick leave accumulated before January 1, 1973 shall be applied as terminal leave if not used for sick leave.

**SECTION D:** Should an employee use previously accumulated sick leave which was in excess of 60 days he may then not accumulate additional sick days in excess of 60 days maximum for the purpose of terminal leave

**SECTION E:** All sick leave benefits shall be paid only on a bi-weekly basis. In the event of the death of any employee, said benefits shall be payable in a lump sum to his spouse, if still living at the time of the employee's death; and in the event the spouse predeceases the employee, the same shall be payable to the surviving children, in equal shares; and in the event the employee dies without survival of children, benefits shall be payable to his estate.

**SECTION F:** Any unused sick leave accumulated at December 31, 1965 shall be payable in the manner prescribed by the ordinance in effect at that time. Any unused sick leave accumulated from January 1, 1966 through December 31, 1969 shall be payable in the manner prescribed by the ordinance in effect at that time. Any unused sick leave accumulated from January 1, 1970 through December 31, 1972 shall be payable in the manner prescribed by the ordinance in effect at that time.

**SECTION G:** Management shall not unreasonably exercise its right to require a Police Officer to provide a doctor's certificate for each absence from duty due to sickness. The Township shall provide the P.B.A. with a letter outlining its current policy on sick slip requirements.

**SECTION H:** An employee shall be entitled to convert one (1) accumulated sick day into a personal day for each three (3) month period during which no sick leave is taken.

**SECTION 1:            DISABILITY BENEFITS**

If an employee covered by this Agreement is disabled due to sickness or injury which results in the employee's inability to perform his regular duties, he shall become eligible to receive disability benefits after thirty (30) calendar days or the end of his accumulated sick leave, whichever is later. Disability benefits shall be equal to 60% of his basic monthly earnings for up to twelve months after which the employee shall receive 60% of his basic monthly earnings not to exceed the maximum monthly benefit of \$1,000.00. The employee may receive said disability benefits for a period not to exceed five (5) years from the date of the disability.

***ARTICLE XI***

**LEGAL AID AND FALSE ARREST INSURANCE**

**SECTION A:** The Township shall provide legal aid to all covered employees as the result of suits or other legal proceedings instituted against them which arise from incidents in the line of duty.

**SECTION B:** The Township shall provide False Arrest Insurance to all covered employees in an amount not to exceed \$500,000.00. The insurance coverage provided hereunder shall be as set forth in the contract of insurance obtained for this purpose by the Township.

***ARTICLE XII***

**COMMITMENT TO INSURE UNINTERRUPTED TOWNSHIP OPERATIONS**

**SECTION A:** The P.B.A. acknowledges that the need for continued and uninterrupted operation of the Township's departments and agencies is a paramount importance to the citizens of Cedar Grove and that there should be no interference with such operation.

**SECTION B:** In light of the foregoing and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the P.B.A. covenants and agrees that during the term of this Agreement neither it nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (including the

concerted failure of two or more employees to report for duty), mass resignation, mass absenteeism, work stoppage, slowdown, walkout or other job action or the invocation of sanctions against the Township. The P.B.A. agrees that such action would constitute a material breach of this Agreement.

**SECTION C:** Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the P.B.A. or its members.

### ***ARTICLE XIII***

#### **ENTIRE AGREEMENT AND SAVINGS CLAUSE**

**SECTION A:** This Agreement constitutes the complete and final understanding and resolution by the parties of all negotiable issues which were or could have been the subject matter of negotiations between them. During the life of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

**SECTION B:** All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

**SECTION C:** In the event any provision of the Agreement be invalidated by Federal or State Legislation, governmental regulations or court decisions, the remainder of the Agreement not so invalidated shall remain in full force and effect.

### ***ARTICLE XIV***

#### **FAIR REPRESENTATION FEE**

**SECTION A:** Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the P.B.A. within thirty (30) days thereafter, any new permanent

employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed with the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the P.B.A. by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular P.B.A. membership dues, fees and assessments. The P.B.A.'s entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the P.B.A. remains the majority representative of the employees in the unit, provided no modification is made in this provision by a successor Agreement between the P.B.A. and the Township.

**SECTION B:** The P.B.A. agrees that it will indemnify and save harmless the Township against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the P.B.A. under this Article.

## **ARTICLE XV**

### **DURATION AND RE-OPENER**

This Agreement shall be effective from January 1, 1995 and shall remain in effect to December 31, 1996, and thereafter until either party serves written notice at least sixty (60) days prior of its desire to modify or terminate this Agreement.

Upon receipt of such notification, the parties agree to engage in negotiations within fifteen (15) days thereafter, unless they mutually agree to extend the number of days.

If written notification is not provided as stated herein, this Agreement shall be renewed for a one (1) year term.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures.

ATTEST:

Evelyn Huey  
TOWNSHIP CLERK

TOWNSHIP OF CEDAR GROVE

Kevin J. O'Toole  
Mayor

ATTEST:

Scott Moody  
TRUSTEE, PBA LOCAL #81

WEST ESSEX POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 81

Robert A. Kalany  
PRESIDENT PBA LOCAL #81

**SCHEDULE A**  
**WAGE RATES FOR 1995**  
**EFFECTIVE FEBRUARY 1, 1995**

	<b>GRADE</b>	<b>PROB</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>MAXIMUM</u></b>
Patrolman	P-1	\$30,729.	35,182.	42,218.	44,336.	46,467.	48,602.
Sergeant	P-2						54,434.
Lieutenant							63,143.

**WAGE RATES FOR 1996**  
**EFFECTIVE FEBRUARY 1, 1996**

	<b>GRADE</b>	<b>PROB</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>MAXIMUM</u></b>
Patrolman	P-1	\$32,265.	36,941.	44,329.	46,553.	48,790.	51,032.
Sergeant	P-2						57,156.
Lieutenant							66,301.