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THIS BOOK DOES NOT CIRCULATE

75-77

AGREEMENT

This Agreement made this 23rd day of September 1975 between the TOWNSHIP OF CLARK (hereinafter called "Employer") and CLARK PATROLMEN'S BENEVOLENT ASSOCIATION (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 Patrolmen's Benevolent Association as the exclusive representative for members of the Police Department of the Township of Clark, with the exception of the Police Chief and Captain. The contract covers Police Officers, Sergeants, Detectives and Lieutenants.

ARTICLE II

LEGAL REFERENCE

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

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

ARTICLE III

VACATIONS AND HOLIDAYS

Section 1 Vacations:

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

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

Section 2 Holidays

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

ARTICLE IV

LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE

Sick Leave

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall

be sufficient. The term "immediate family" is limited to the employee's spouse, a child, his parents, or grandparents, brothers or sisters or to a relative who is a part of his household.

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

Sick leave can be accumulated without limit during each employee's tenure.

In the event the employee's illness causes his absence from work for five consecutive days, a physician's certificate must be filed with the Business Administrator's office on the sixth day.

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

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

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

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

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

Maternity leave may be granted up to one year provided that the request for such leave is made in writing to the department head not later than the third month of pregnancy. Request for maternity leave must be favorably endorsed by the department head and approved by the Business Administrator before becoming effective. Such leave, if granted, shall be without pay. Under no circumstances shall an employee work beyond the fourth month of pregnancy. The extent of pregnancy shall be certified to by the employee's physician. If the employee shall not select a physician, then in that event, the certification of a reputable physician selected by the Department of Health and Welfare is required.

Military Leave

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

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

Compensatory Leave

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

Leave because of Death

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

Leave Without Pay

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

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

ARTICLE V

OTHER BENEFITS

REIMBURSEMENT FOR EXPENSES

Clothing

Each officer shall receive an annual allowance of \$300 for the replacement of work uniform clothing. As of January 1st, 1975, clothing vendor receipts must be submitted for all uniform clothing purchased. The receipt must show the item of clothing purchased and the name of the officer. The receipts must be turned over to the Township Treasurer not later than December 15th of each year covered by this Agreement. Any unexpended monies must be returned to the Township Treasurer at that time.

Miscellaneous Equipment

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

HOURS OF WORK

Tours of Duty

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

ARTICLE VII

COMPENSATION

Overtime Pay

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

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

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

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

SALARIES

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

<u>Police Officers</u>	<u>Time Period</u> <u>From Date of Hire</u>	<u>1/1/75</u>	<u>7/1/75</u>	<u>1/1/76</u>
Class D	1st 6 months	\$11,900.00	\$12,300.00	\$12,900.00
Class C	2nd 6 months	12,500.00	12,900.00	13,500.00
Class B	2nd 12 months	13,000.00	13,400.00	14,000.00
Class A	3rd 12 months	13,600.00	14,000.00	14,600.00
<u>Police Sergeant</u>	<u>Time Period</u> <u>From Date of Appt.</u>			
1st Step	1st 12 months	\$14,450.00	\$14,850.00	\$15,450.00
2nd Step	2nd 12 months	15,300.00	15,700.00	16,300.00
<u>Police Lieut.</u>				
1st Step	1st 12 months	15,800.00	16,200.00	16,800.00
2nd Step	2nd 12 months	16,600.00	17,000.00	17,600.00
<u>Police Detective</u>	Added Compensation	\$ 800.00		
	To be paid to all Police Officers and Sergeants while assigned Detective duties.			

Longevity Program

NOTE: Any employee hired after the signing date of this agreement shall not be eligible for the longevity program.

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

(a) For each five (5) year period of service as outlined above, each employee of the Township shall receive \$208.00 per annum in addition to the current annual salary specified on Page 7 of this agreement.

(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 prorated at the rate of \$4.00 per week.

ARTICLE VIII
GRIEVANCE MACHINERY

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

Any aggrieved employee shall present his grievance within five (5) working days of its occurrence or such grievance will be deemed waived by the 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 shall 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 Union representatives and the Business Administrator and/or Mayor shall meet to discuss the grievance within seven (7) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to the next step by either of the parties upon notice to the other party.

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

The Grievance Committee shall consist of:

1. The 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 of the receipt by it of the written grievance, and shall promptly convene to consider the grievance. The Committee may hold hearings, and gather any information necessary for a decision.

If the grievance is resolved by unanimous action of the Grievance Committee, the decision of the Grievance Committee shall be binding on all parties. If the decision of the Grievance Committee is not unanimous, then in that event, either party may, within 30 days, request the N.J. State Labor Mediation Service to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding on all parties.

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

It shall be the intention of the parties to settle all differences between the Employer and the 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 anytime during or after the aforesaid grievance procedures said statements shall be made by the Employer through its Business Administrator or his duly authorized agent and both parties agree they

will use their best efforts to prevent the making of statements relative to the matters in controversy by persons other than those mentioned herein.

ARTICLE IX

POLICE OFFICERS' RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Twsp. 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 City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any police officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against any police officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, his participation in any activities of the PBA and its affiliates, collective negotiations with the Twsp, or by reason of participation in any lawful action of the collective negotiation or bargaining process, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

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

ARTICLE X

RETENTION OF BENEFITS

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

ARTICLE XI

TERM

This Agreement shall be in full force and effect from January 1, 1975, through and including the 31st day of December 1977. 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. Collective negotiations on salaries only for the year 1977 shall commence in the latter part of 1976. Collective negotiations on the terms of a new Agreement shall commence in the latter part of 1977.

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

Attest:

TOWNSHIP OF CLARK

Edward R. Padusniak
Township Clerk

By: Bonard G. Garavito
Mayor

Attest:

CLARK PATROLMEN'S BENEVOLENT ASSOC.

James W. Hutter V. Pres

Richard C. Linn, President

LIBRARY
Institute of Management and
Labor Relations

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