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PREAMBLE

- A. THIS AGREEMENT, entered into this 17th day of July, 1979, by and between THE CITY OF CLIFTON, a municipal corporation of the State of New Jersey, hereinafter called "The City", and P.E.A. LOCAL #36, hereinafter called "The Association", represents the complete and final understanding on all bargained issues between the City and the Association.
- B. It is the purpose of this Agreement to promote and insure harmonious relations between the City and the Association for the mutual interests of the parties hereto, and the citizens of the City of Clifton, in accord with the intent of the New Jersey Public Employment Relations Act,

ARTICLE I  
RECOGNITION

The City recognizes the Association for the purposes of collective negotiations as the exclusive representative of the members (salaried and sworn) of the Police Department of the City of Clifton, including patrolmen, sergeants, lieutenants and captains, but excluding the Chief, and all other employees. Reference to males shall include females.

ARTICLE II  
DUES CHECK-OFF

A. The City agrees to deduct from the salaries of its employees covered by this Agreement dues which said employees individually, voluntarily and in writing authorize the City to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice thirty (30) calendar days prior to the effective date of such change.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City.

D. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Association to the City, unless such action taken by the City is not in strict compliance with the Authorization Forms submitted.

E. The City shall remit to the Association, on a quarter annual basis, all monies collected by the dues check-off system.

## ARTICLE III

### MUNICIPAL MANAGEMENT

A. The City 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 the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and the on-duty activities of its employees according to law,
2. To hire all employees, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees, subject to the provisions of law,
3. To take any disciplinary actions, including discharge, for good and just cause according to law,

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and Ordinances of the City of Clifton.

1. The City agrees to pass the necessary ordinances in order fully to implement the terms of this Agreement within sixty (60) days after the date of the signing of this Agreement by the parties thereto or after the date of passage of the approved municipal budget for 1979, whichever of said dates shall last occur; and the City agrees fully to implement the said ordinances within thirty (30) days after their adoption. The City further agrees that failure to do either will constitute a material breach of this Agreement unless such failure is the result of a written law, directive or order emanating from the executive, legislative or judicial branches of governmental authority at the County, State or Federal level or of an Act of God which renders such performance impossible.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40, R.S. 40A and R.S. 11, or any other National, State, County or local laws or Ordinances, except as set forth elsewhere herein to the contrary.

#### ARTICLE IV

##### MAINTENANCE OF OPERATIONS

A. The Association covenants and agrees that during the term of this Agreement, the Association will not cause, authorize or support, any strike (i.e. the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action against the City. In the event the Association or any Association member takes part in any strike, or activity aforementioned, the Association agrees that such action will constitute a material breach of this Agreement, as to any parties taking part therein.

B. The association agrees that it will take or cause to be taken reasonable and prompt procedures and actions to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned. The Association actions will include publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work along with other steps, if any, as may be necessary.

C. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.

D. Nothing contained herein shall be construed to limit or restrict the City or the Association in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by the Association, its members or the City.

## ARTICLE V

### GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement, or any complaint arising with respect to wages, hours of work, or other conditions of employment, and may be raised by an individual, a group of individuals, the PBA, or the City.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement, with the exception of the City-initiated grievances, which will proceed in accordance with Paragraph C and shall be followed in its entirety unless any step is waived by mutual consent.

#### STEP ONE:

The aggrieved shall institute action under the provisions hereof within twelve (12) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his next immediate superior who is not a direct party to the grievance, for the purposes of resolving the matter informally. Failure to act within said twelve (12) calendar days shall be deemed to constitute an abandonment of the grievance without prejudice as to the right to file a timely grievance if the event reoccurs. The appropriate immediate superior shall render a written decision within five (5) calendar days after receipt of the grievance. All grievances shall be in writing and may be initiated by delivery to any appropriate superior.

#### STEP TWO:

In the event that the grievance is not resolved to the satisfaction of the aggrieved, at Step One above, the same written grievance may be filed with the Chief of Police or his designee, within five (5) calendar days. The Chief of Police or his designee shall have five (5) calendar days to file a written answer to the grievance.

#### STEP THREE:

If such grievance is not resolved to the satisfaction of the aggrieved at Step Two above, the aggrieved shall,

within five (5) calendar days after the response from the Chief, or his designee, submit the same written grievance to the City Manager or his designee. The City Manager, or his designee, shall hold a hearing on such grievance within fifteen (15) calendar days after submission, and shall have five (5) calendar days thereafter to render his written decision and reasons with respect thereto. The aggrieved, and a representative of the Association, and/or counsel may, at the option of the aggrieved, attend such hearing. The City Manager, or his designee, shall submit a copy of his decision to the aggrieved party and the Association. Failure to hold a hearing or submit an answer in writing within the time structure shall move the grievance to Step Four.

STEP FOUR:

If such grievance is not resolved to the satisfaction of the aggrieved at Step Three above, the aggrieved's remedy shall be with the Civil Service Commission, the Public Employment Relations Commission, or such judicial remedies as may be available.

C. The City may institute action under the provisions of this Article within twelve (12) calendar days after the event giving rise to the grievance has occurred. Such grievance shall be in writing and filed directly with the Association and an earnest effort shall be made to settle the difference between the City and the Association. If such grievance is not resolved, the City's remedy shall be with the Civil Service Commission, the Public Employment Relations Commission, or such judicial remedies as may be available.

D. Grievance conferences and hearings shall be held at either the Police Department or City Hall. Provided prior permission has been secured from the Chief, or his designee, a representative from the Association whose presence is required to resolve grievances, shall be released from work without loss of regular straight time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the City.

ARTICLE VI  
PERSONNEL FILES

The employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least twice during each calendar year upon written request by the employee. The inspection shall take place during the employee's off-duty hours and in a private location provided by the employer at reasonable hours during the day. The employer may require that such inspection and examination take place in the presence of the Chief of Police or his designee and the employee may, at his option, have a third party present during such inspection. The employee shall be permitted to copy all documents contained in his personnel file. No document shall be inserted in any employee's personnel file which has not been signed and dated with the date of insertion by the person inserting it.

ARTICLE VII

DEPARTMENTAL INVESTIGATIONS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred. Anything hereinbefore set forth to the contrary notwithstanding, such interrogation will not be held at the home of a member of the Association unless then prevailing circumstances make it impossible to hold such interrogation anywhere else.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If the member of the force is being interrogated as a witness only, he should be so informed at the initial contact. No party being investigated shall be required to furnish a written reply to a charge unless the charge is first reduced to writing by the Chief or his designee and a copy delivered to the party under investigation.
4. The questioning shall be reasonable in length. Thirty (30) minutes time shall be provided for personal necessities, meals, telephone calls and rest period at the end of every two (2) hours.
5. The member of the force shall not be subject to any offensive language, nor shall be threatened with transfer, dismissal, reprisal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. During every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned con-

ARTICLE VII  
DEPARTMENTAL INVESTIGATIONS (cont'd)

cerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours for consultation with his attorney.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the then current decisions and requirements of the United States Supreme Court and the New Jersey Supreme Court.

8. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

9. In respect of any departmental investigation, the City shall have sixty (60) days from the date the complaint is communicated to the employee under investigation within which to file a written departmental charge, or the matter will be deemed closed subject to the proviso, however, that in the event any such investigation concerns or relates to an indictable offense there shall be no time limit on the filing of a written departmental charge or charges.

ARTICLE VIII

TRAVEL OUT OF THE CITY

A. When a member of the Association is required to travel out of the City on municipal business, a municipal vehicle will be provided by the City for such travel. Any such member shall receive reimbursement for verified parking costs and toll fees.

ARTICLE IX

HOLIDAYS

A. The following five (5) holidays shall be recognized:

ARTICLE IX

HOLIDAYS (cont'd)

1. New Year's Day
2. Easter
3. July 4th (Independence Day)
4. Christmas
5. Martin Luther King's Day

B. Compensatory time shall be granted for these five (5) holidays which shall be taken at the employee's request from thirty (30) days before to thirty (30) days after the actual holiday, if possible, but, in any event, during the calendar year in which the holiday occurs at the employee's request subject to the needs of the department.

C. Additionally, during the term of this Agreement, all employees covered by this Agreement shall receive one (1) day's pay at time and one half (1-1/2) for each of the following eight (8) additional holidays. Payment for these days shall be made no later than the first pay period in December.

1. Lincoln's Birthday
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day

D. Holiday pay shall not be deducted from an employee's pay unless said employee shall have so requested such deduction in writing on a form to be provided by and filed with the City Treasurer on or before December 1st of the year next requested. Such request may not be changed or revoked during the year for which it is made.

E. An additional two (2) compensatory days at straight time shall be granted to all covered employees of said P.B.A. of the City of Clifton, which compensatory time shall be in lieu of compensatory time for any and all holidays (other than or in addition to those holidays enumerated in paragraphs A and C hereof, above) which may be granted during the year by the Municipal Council or the City's Administration to any city employees other than the members of the P.B.A. If the said two (2) compensatory days are not taken during the calendar year these two (2) days will be accrued by members of the said Association.

ARTICLE X

BEREAVEMENT LEAVE

A. Employees covered by this Agreement shall be granted, upon proper notification to the Chief of the Department, up to three (3) consecutive calendar days leave without loss of regular pay upon the death of a member of his immediate family.

B. Immediate family shall be defined as the employee's spouse, children, step-children, parents, step-parents, brothers, sisters, step-brothers, step-sisters, grand-parents, father-in-law, mother-in-law, and any blood relation living as a member in the employee's household.

C. Two (2) of the days of leave shall be the day of the funeral and the day immediately following the funeral, and any other days shall immediately precede the day of the funeral.

D. Reasonable verification of the death may be required by the City.

ARTICLE XI

PERSONAL DAYS

A. Each full time employee covered by this Agreement may receive two (2) personal days at eight (8) hours straight time during each year of this Agreement. Request for such personal days will be made in writing to the City's Director of Public Safety at least five (5) calendar days in advance and a written response to the employee will be made within two (2) calendar days following receipt of such request.

B. It is the specific intent of the parties that personal days shall not be used to extend vacation periods.

ARTICLE XII

FALSE ARREST INSURANCE

A. The City agrees to provide, for the term of this Agreement, False Arrest Insurance with coverage not less than provided during 1978, covering its employees who are covered by this Agreement during the performance of their duties.

ARTICLE XII

FALSE ARREST INSURANCE (cont'd)

B. A copy of said insurance policy including all riders and amendments will be supplied to the Association President or his representative upon reasonable request.

C. The City reserves the right to change insurance carriers so long as not less coverage is provided.

ARTICLE XIII

BULLETIN BOARDS

A. The City shall permit the P.B.A. reasonable use of all Bulletin Boards located in the respective Police facilities for posting notices concerning P.B.A. business and activities.

ARTICLE XIV

NON DISCRIMINATION

A. There shall be no discrimination by the City or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE XV

VACANCIES

A. In the event of vacancies in the ranks of Captain, Lieutenant, Sergeant or Patrolman, due to retirement, death, discharge, promotion or voluntary severance from the Department, such vacancies, when and if the City determines that they should be filled, shall be filled in accordance with existing Civil Service requirements.

ARTICLE XV

VACANCIES (cont'd)

B. If no Civil Service list for each of the ranks enumerated in paragraph A exists at the time of such vacancy, the City shall call for such a test within thirty (30) days of the effective date of the vacancy.

ARTICLE XVI

OVERTIME

A. The City agrees that overtime, at the rate of time and one half (1-1/2) shall be given to all employees covered by this Agreement in compensatory time for all hours worked in excess of the regular work day, consisting of eight (8) consecutive hours.

B. It is recognized that employees may be required, for the purpose of roll call or muster at the commencement of a tour, to report in advance of the tour starting time. In accordance with this recognition, no additional pay or compensatory time shall be given for a ten (10) minute period prior to the commencement of a tour, or for a twenty (20) minute period at the termination of a tour. In the event an employee is required to report earlier than the ten (10) minutes prior to the commencement of a tour, or to remain beyond twenty (20) minutes after the end of a tour, the employee shall be given overtime, at the rate of time and one half (1-1/2) for all time worked in excess of the work day of eight (8) consecutive hours of his just completed eight (8) hour tour of duty.

C. All overtime earned under this Article shall be given as compensatory time on a one and one half (1-1/2) for one (1) basis. That is, for each hour of overtime worked, the employee shall receive one and one half (1-1/2) hours of compensatory time. Upon the prior written approval of the Chief of Police or his designee and subject to the needs of the Department, the employee's preference as to when such compensatory time may be taken will be observed wherever possible.

D. This article shall be of prospective effect only commencing January 1, 1979, and shall not be retroactive prior to said date.

ARTICLE XVII

VACATIONS

A. All vacation leaves shall be governed by the Revised Ordinances of the City of Clifton.

ARTICLE XVII

VACATIONS (cont'd)

B. In order to promote proper and efficient police operations, both parties to this Agreement agree that the scheduling of vacations must be left to the City, but the following conditions shall be observed in such scheduling.

1. In assigning vacation periods, preference shall be given to the seniority status among the employees on a divisional basis.
2. Employees will be allowed to choose vacation leave anytime between January 3rd and December 15th of each calendar year, subject to the needs of the Department.
3. Any two (2) employees of the same rank who are assigned within the same division, may exchange vacation time upon written notice to the Chief of Police, thirty (30) days in advance of the commencement of the earliest of the two (2) leaves involved subject to the needs of the Department.

C. Vacation leave must be taken during the current calendar year. Any unused vacation resulting from pressures of work, as determined by the City, may be carried forward into the next succeeding year only, and will be scheduled by the Chief of Police to be taken in the next succeeding year.

D. Vacation leaves may be taken by any member of the Association in three separate periods subject to paragraphs A, B and C above and the following:

1. Only one of such periods may be taken between May 1st and September 15th of any calendar year and such period shall be subject to seniority in accordance with the terms of paragraph B-1 above.
2. Any other period shall be taken before May 1st and after September 15th provided the Department shall then have on hand available manpower to cover all regularly assigned posts.

ARTICLE XVIII

COURT TIME

A. Whenever any employee is required to appear in Court during his off-duty time in any action or legal proceeding arising out of or incidental to the performance of his duties, said employee shall receive compensatory time at the rate of time and

ARTICLE XVIII

COURT TIME (cont'd)

one half (1-1/2) for each hour or part thereof spent in Court by said employee.

- B. 1. Time cards must be punched at the beginning and end of overtime period.
2. Overtime reports must be forwarded complete with all required information.
3. The employee's overtime Court appearance must be scheduled by the Court, and not by the employee.
4. Schools and meetings, when held on off-duty time, will be compensated at the same rate as Court appearances when assigned as a duty task, unless the school or sponsor of such meeting referred to herein furnishes a letter stating that residency is required at such school or meeting. This does not include formal education (college) for which monetary compensation is paid for credits earned.

ARTICLE XIX

CONDUCTING P.B.A. BUSINESS ON EMPLOYER'S TIME

A. The City agrees to grant the necessary time off without loss of pay to a maximum of three (3) members of the P.B.A. selected as delegates or alternates, and the P.B.A. President, to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under applicable New Jersey Statutes.

B. The City agrees to grant, if necessary, the required time off, not to exceed three (3) hours per man, per meeting, without loss of pay, to the Association President, Secretary and State Delegate, to attend regular monthly meetings of P.B.A. Local #36.

C. The Association State Delegate shall be excused from his tour of duty on the day of a regular or executive meeting of the New Jersey State P.B.A. and the Passaic County Conference for the purpose of attending such meetings.

ARTICLE XX

COLLEGE INCENTIVE PAY

A. In addition to the salary noted in Article XXIV, college incentive pay will be paid at the rate of twenty (\$20.00) dollars per course credit. Payment is conditioned upon the following:

1. Courses must lead to an Associate or Baccalaureate Degree in Police Science and the employee must be "matriculated".
2. Courses must have been satisfactorily completed at a recognized institute of higher learning and must have been earned while an employee of the City of Clifton.
3. Additional remuneration under this Article shall not exceed three hundred thirty dollars (\$330.00) in any given calendar year, nor exceed a total of thirteen hundred twenty (\$1,320.00) Dollars.
4. Payment on a pro-rated basis will be included in the employee's first regular pay day in September of each year retroactive to the completion of such credit hours provided there has been presented to the City Manager on or before July 15th of each year, a proper certification from the institution attended by said member setting forth the number of credit hours completed or the conferring Baccalaureate or Associate Degree.
5. Courses must be taken during the employee's off-duty hours.
6. Paragraphs 1, 2 and 5 shall not apply to those employees enrolled and/or receiving reimbursement at the time of the signing of this Agreement.
7. If "special courses" are desired to be taken by an employee, the employee may request from the City special permission to take the course during on-duty hours, depending upon the needs of the Department and the availability of the course.

ARTICLE XXI

LONGEVITY

A. In addition to the salary noted in Article XXIV, longevity pay will be paid as follows, as determined by employment anniversary date:

|   |   |
|---|---|
| After five (5) years of service to tenth (10th) year inclusive -      | 2-1/2 percent of Base Salary per annum  |
| From eleventh (11th) year to fifteenth (15th) year inclusive -        | 5 percent of Base Salary per annum      |
| From sixteenth (16th) year to twentieth (20th) year inclusive -       | 7-1/2 percent of Base Salary per annum  |
| From twenty-first (21st) year to twenty-fifth (25th) year inclusive - | 10 percent of Base Salary per annum     |
| From twenty-sixth (26th) year to thirtieth (30th) year inclusive -    | 12-1/2 percent of Base Salary per annum |

B. If an employee's starting date falls between January 1st and June 30th, inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be January 1st of that year. When an employee's starting date falls between July 1st and December 31st inclusive, of a given year, his anniversary date for purposes of this Article shall be deemed to be July 1st of that year. This paragraph shall apply prospectively from January 1st, 1979 only, and there shall be no calculating back from that date, nor any retroactive payments.

C. For the purposes of this section, "service" is defined as employment within the and for the City of Clifton.

D. Longevity pay shall be paid at the same time and in the same manner as regular salary.

ARTICLE XXII

HOSPITALIZATION AND INSURANCE

A. The City shall continue to provide, at no cost to the employees, full Blue Cross and Blue Shield coverage, including comprehensive Blue Cross (with Drug-rider \$1,00 co-pay and Rider J, 365 coverage) and Prevailing Fee Blue Shield (with P.E. Rider J 365 coverage) for said employees, and through the end of the calendar year during which each attains his or her twenty-third birthday, for all dependent members of the immediate families of such employee who are full time students at a recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of study at any such school or institution for which course credits are given, or who are "disabled" within the meaning of that term as defined at N.J.S.A. 54:1-2(f).

B. The City will continue to provide, at no cost to the employee, for each member of the Department, the current group major medical insurance and shall include a group Dental Plan with no less coverage than is provided by N.J. Dental Service Plan, Inc. in their proposal dated February 26, 1979, more specifically, Program 1, including orthodontic benefits, for the term of this Agreement.

C. During 1979, the City will provide an eight thousand, five hundred (\$8,500) Dollar Life Insurance Policy for all employees covered by this Agreement up to the age of 62. For employees ages sixty-two (62) to seventy (70), said insurance shall be five thousand (\$5,000) Dollars. For employees seventy (70) and up, the amount of said life insurance shall be two thousand five hundred (\$2,500.00) Dollars; and a one thousand (\$1,000.00) Dollar policy shall be provided to all retired employees for the first five (5) years of retirement only.

D. The covered member shall receive at no cost to the employee, all insurance coverage as set forth in Paragraphs A and B above of this Article until his or her sixty-fifth (65) birthday if he or she becomes totally and permanently disabled for further duty as a Police Officer as the direct result of a "traumatic event occurring, during, and a result of the performance of duty" and is awarded an accidental disability retirement benefit by the Police and Firemen's Retirement System.

ARTICLE XXII

HOSPITALIZATION AND INSURANCE (cont'd)

E. Effective upon the appropriate endorsements of the group policies involved, all Health Insurance Coverages hereinabove more particularly enumerated, provided by the City as of the date hereof for the employees covered by this Agreement shall be extended to cover, during the period between his or her sixtieth (60th) and sixty fifth (65th) birthday, any such employee, who, being qualified for retirement benefits under any such system, shall have retired on or after January 1st, 1979 in compliance with the requirements of the Police and Firemen's Retirement System established and maintained under the laws of the State of New Jersey and who shall not, at the time of such retirement have yet attained the age of sixty-five (65) years, provided, however, that any such retired employee otherwise qualified for such coverage in accordance with the terms of this paragraph shall not qualify therefor and shall not be so covered by the City while he or she is employed on a regular basis and such employment provides health insurance coverages not less than those specified in paragraphs A and B hereof above. Any employee qualifying for the above coverage between the ages of fifty-five (55) and sixty (60) years will be eligible to pay to the City the annual premium for such insurance coverage on an annual basis until such employee attains his or her sixtieth (60th) birthday, or is otherwise not eligible for such coverage under the terms of this paragraph.

F. The City may, at its option, change any of the foregoing plans or carriers so long as not less coverage is provided.

ARTICLE XXIII

DETECTIVE AND MISCELLANEOUS INCREMENTS

A. An association member who is assigned on a permanent basis as a full time detective shall receive three hundred and fifty (\$350.00) Dollars compensation per year, in addition to the salary noted in Article XXIV,

B. An Association member who is assigned on a permanent basis a full time member of the Police Tactical Squad or Bomb Squad shall receive three hundred (\$300.00) Dollars compensation per year, in addition to the salary noted in Article XXIV,

ARTICLE XXIII

DETECTIVE AND MISCELLANEOUS INCREMENTS (cont'd)

C. An Association member who is assigned on a permanent basis as a full time member in Organizing and Training Pistol Practice shall receive one hundred and fifty (\$150.00) Dollars compensation per year, in addition to the salary noted in Article XXIV.

D. An Association member who is assigned on a permanent basis and in charge of the Dog Census shall receive one hundred and fifty (\$150.00) Dollars compensation per year in addition to the salary noted in Article XXIV.

E. An association member who is assigned on a permanent basis the duties of training School Traffic Guards shall receive three hundred (\$300.00) Dollars compensation per year in addition to the salary noted in Article XXIV.

F. An Association member who is assigned on a permanent basis as a full time member of the Patrol Division shall receive one hundred and fifty (\$150.00) Dollars compensation per year in addition to the salary noted in Article XXIV.

G. Business cards, to be prepared at no cost to the City may be used by all personnel described in paragraph A above and any permanent Association member assigned on a full time basis as Crime Prevention Officer and Rule 73 of the Rules and Regulations governing the Police Department, Clifton, New Jersey shall be amended accordingly.

ARTICLE XXIV

SALARIES

See Schedule A attached hereto.

## ARTICLE XXIV

## SCHEDULE A

SALARIES FOR THE CALENDAR YEAR 1979 SHALL BE AS FOLLOWS:

These salaries reflect a percentage increase over salaries paid during the calendar year 1978, which percentage increase will be calculated, based upon a 7.0% factor minus the cost of a Group Dental Plan, not to exceed 0.8% for the calendar year 1979 (as described in Article XXII, Paragraph B herein).

|                   | STEP ONE  | STEP TWO  | STEP THREE | STEP FOUR | STEP FIVE | STEP SIX  |
|-------------------|-----------|-----------|------------|-----------|-----------|-----------|
| POLICE OFFICER    | 14,080.21 | 14,924.70 | 15,769.18  | 16,613.66 | 17,458.14 | 18,302.63 |
| POLICE SERGEANT   | 15,521.89 | 16,453.57 | 17,385.26  | 18,316.96 | 19,248.65 | 20,180.33 |
| POLICE LIEUTENANT | 17,111.19 | 18,137.48 | 19,163.76  | 20,190.06 | 21,216.34 | 22,242.64 |
| POLICE CAPTAIN    | 18,863.52 | 19,996.04 | 21,128.58  | 22,261.12 | 23,393.66 | 24,526.22 |

ARTICLE XXV

CLOTHING ALLOWANCE

A. Each member of the Association shall receive a clothing allowance of three hundred and twenty five (\$325.00) Dollars per year.

ARTICLE XXVI

PAYMENT FOR DISABILITY

A. The City agrees to pay Association members at their regular rate of pay during periods of disability due to illness or injury for a period of three (3) months from the date of such disability provided such Association member is incapable of performing his duties as a police officer and that such disability is established by the City Physician or his designee.

B. The City, at its option, and upon certification by the City Physician, or his designee, may extend the disability pay for no more than three (3) additional separate periods not exceeding three (3) months each; the City Physician, or his designee, must certify that the Association member is incapable of performing his duties as a police officer each time.

C. In the event any employee is granted said disability pay, the City's sole obligation shall be to pay the employee the difference between his regular salary and any compensation, disability or other payments received from other sources. At the City's option, the employee shall either surrender and deliver any compensation disability or other payments to the City and receive his entire salary payment, or the City shall only pay the difference.

D. In the event the City Physician, or his designee, does not certify that the injury or illness can be cured within one (1) year, no leave of absence shall be granted under this Article.

ARTICLE XXVII

SICK LEAVE AND TERMINAL LEAVE

A. Except as otherwise provided in this Article or by law, no sick leave is to be deemed earned or accumulated by members of the Association. However, solely and exclusively for the purpose of calculating the terminal leave benefit for which

ARTICLE XXVII

SICK LEAVE AND TERMINAL LEAVE (cont'd)

he or she is entitled, each member of the Association shall be deemed to have earned fifteen (15) sick days per year of service, which days shall be deemed to accumulate from year to year if not used.

B. Any leave taken in accordance with Article XXVI, Payment for Disability, shall utilize any accumulated sick days under Paragraph A of this Article,

C. During the year 1979, a terminal leave benefit of fifty percent (50%) of the sick days earned but not taken shall be paid to each employee upon condition that he elects an "ordinary service retirement" pursuant to then existing New Jersey Statutes.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

A. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXX

DEATH BENEFITS

A. The City will include in its 1980 budget the sum of four thousand (\$4,000.00) Dollars out of which sum shall be paid to widows, if any, or, if none, to the estates of covered employees who shall die during 1980, compensation for all unused compensatory time, plus all overtime, holiday and vacation time. This compensation shall be computed at the wage rate at the time of accumulation. This article shall survive the December 31st, 1979 termination of this Agreement.

ARTICLE XXXI

LEGAL COUNSEL

During the term of this contract, there may arise instances where the City provides, at the City's expense, legal counsel for the defense of a member or members of the Association in accordance with the provisions of N.J.S.A. 40A:14-155. In any such instance, the City agrees to furnish to the Association or the member or members thereof involved a list of attorneys approved by the City to defend any such member or members. The member or members of the Association involved shall have the option of selecting from such list the attorney who shall handle his, her or their defense. During the term of this Agreement, the City agrees to add to such list any additional attorneys who shall agree to accept and be bound by the criteria covering compensation as established by the City for inclusion on such list. Said criteria covering compensation shall not be reduced during the term of this Agreement.

ARTICLE XXXII

RULES REVIEW COMMITTEE

A. There shall be appointed a joint committee composed of four members, two to be appointed by the City and two by the Association, to review and make written recommendations regarding the Rules and Regulations governing the Police Department, Clifton, New Jersey.

ARTICLE XXXII

TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1979 and shall remain in effect to and including December 31, 1979. This Agreement shall continue in full force and effect from year to year thereafter, unless either party gives notice to the other in writing, pursuant to statutory requirements of the New Jersey Public Employment Relations Act of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Clifton, New Jersey on this 18<sup>th</sup> day of May, 1979.

CITY OF CLIFTON

BY: Gerald Zecker  
GERALD ZECKER, MAYOR

ATTEST: Betty J. Lutz  
BETTY J. LUTZ, CITY CLERK

P.B.A. LOCAL #36

Russell Banta  
RUSSELL BANTA PRESIDENT

ATTEST: George F. O'Brien  
GEORGE F. O'BRIEN SECRETARY