

AGREEMENT

BETWEEN

TOWNSHIP OF CEDAR GROVE

AND

WEST ESSEX POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 81

JANUARY 1, 2023 through DECEMBER 31, 2026

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<u>INDEX</u>		
<u>ARTICLE</u>		<u>PAGE</u>
AGREEMENT		1
WITNESSETH		2
I	RECOGNITION - NEGOTIATING UNIT	3
II	TOWNSHIP'S PREROGATIVES	4
III	GRIEVANCE PROCEDURE AND ARBITRATION	6
IV	WAGES	10
V	OVERTIME, TRANSFERS & SPECIAL ASSIGNMENTS	12
VI	PENSION AND INSURANCE	15
VII	VACATIONS, HOLIDAYS AND PERSONAL DAYS	17
VIII	BEREAVEMENT PAY	18
IX	GENERAL	19
X	SICK LEAVE	24
XI	WORK INCURRED INJURY	26
XII	LEGAL AID AND FALSE ARREST INSURANCE	28
XIII	COMMITMENT TO INSURE UNINTERRUPTED TOWNSHIP OPERATIONS	29
XIV	ENTIRE AGREEMENT AND SAVINGS CLAUSE	30
XV	FAIR REPRESENTATION FEE	31
XVI	BULLENTIN BOARD	32
XVII	CEREMONIAL ACTIVITIES	33
XVIII	MATERNITY / PATERNITY LEAVE	34
XIX	TERM AND RENEWAL	35
SCHEDULE A-1		36
SCHEDULE A-2		37

AGREEMENT

This Agreement, entered into this day , 2022 , 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, PBA Local No. 81, hereinafter referred to as the "PBA ", as the agent for and acting in behalf of the Township's Police Department.

WITNESSETH:

WHEREAS, *the PBA 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 PBA 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, non-uniformed Detectives and Lieutenants, excluding the Chief of Police and Captain of Police.*

Section B. *The Township shall deal with the designated Cedar Grove PBA representative in all matters related to this Agreement. The Cedar Grove PBA 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 52 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 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 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 PBA before implementation.

ARTICLE III
GRIEVANCE PROCEDURE AND ARBITRATION

Section A. Grievance Definition

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions affecting any Employee(s) covered by this Agreement.

Minor disciplinary matters (less than six (6) days of fine or suspension or equivalent thereof) shall be included in this Grievance Procedure.

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 of 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 the 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 PBA 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 of 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 PBA.

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) working 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 procedure 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 advisor opinion for 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. *Base wages for Employees covered by this Agreement shall be as set forth on Schedule A- 1 annexed. The Sergeants' maximum rate shall be 112% of the Patrolman's maximum rate. The Lieutenant's rate shall be 116% of the Sergeant's rate.*

The Probationary rate of pay shall be in effect for a full year after the hiring of a new Police Officer, 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 regular periodic pay check of each Employee, and utilized for all base pay purposes:*

LENGTH OF SERVICE

5 – 9 years	2.0%
10 – 14 years	4.0%
15 – 19 years	6.0%
20 – 24 years	8.0%
25 years and above	10.0%

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- 1. *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 (1/2) times his regular rate with a two (2) hour minimum.*

Section A-2. *A four (4) hour minimum shall be applicable for all outside contractors / utility call-out work. Municipal call-outs are explicitly excluded from this provision and will remain at the 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 Section 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 PBA 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 eighty (80) hours of Compensatory Time may be accumulated at any one time.*

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 (2) 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 7:00 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 \$2,000.00 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 semiannual installments on June 1 and December 1.

Section H. *Employees classified as Detectives and assigned to the Detective Bureau will be issued eighty (80) hours of "on-call" time in the beginning of each calendar year.*

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 Employer shall continue to provide the currently effective dental care program 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, HOLIDAYS AND PERSONAL DAYS

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

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS</u>
1 thru 4 years	80 hours
5 years	88 hours
6 years	96 hours
7 years	104 hours
8 years	112 hours
9 years	120 hours
10 thru 11 years	128 hours
12 thru 13 years	136 hours
14 thru 15 years	144 hours
16 thru 17 years	152 hours
18 thru 19 years	160 hours
20 thru 24 years	168 hours
25 or more	176 hours

Section B. *Effective January 1, 2003 each Employee covered by this contract shall receive, in addition to the vacation allocation set forth in section A above, an additional Twelve (12) annual vacation hours.*

Section C. *Employees shall be provided with a holiday benefit of ninety-six (96) holiday hours per year. The ninety-six (96) holiday hours benefit value shall be paid in equal installments along with regular payroll on a folded-in basis and shall be utilized for all computation purposes.*

Section D. *Effective January 1, 2010 each Employee covered by this Agreement shall have twelve (12) hours non-cumulative personal leave time per 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 brother, 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.*

COMPLETED CREDITS	PAYMENTS
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. *All Employees covered by this Agreement shall be provided with a clothing/cleaning allowance in the amount of Eight Hundred Fifty (\$850.00) Dollars, to be paid semi-annually in equal installments of Four Hundred Twenty-five (\$425.00) Dollars in June and December of each year. Expedition of uniform requisitions shall be*

accomplished by the Chief of Police.

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 PBA because of membership in or lawful activity on behalf of the PBA, 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 43 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 directed 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 of 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 be on reasonable written 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 requalification's 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. *All Employees covered by this Agreement shall be provided with sick leave of a maximum of ninety-six (96) hours 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 480 hours prior to date of retirement 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 480 hours he may then not accumulate additional sick days in excess of 480 hours 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 PBA with a letter outlining its current policy on sick slip requirements. Any time the Employer requires a doctor's note then the Employer shall pay the entire cost of obtaining said note.*

Section H. *An Employee shall be entitled to convert twelve (12) accumulated sick hours into a personal day of each three (3) month period during which no sick leave is taken.*

Section I. 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. The Employee may receive said disability benefits for a period not to exceed five (5) years from the date of the disability.

Section J. *Employees will be permitted to transfer sick leave time to another Employee who has a special need after said Employee has accumulated a minimum of thirty (30) sick days to said Employee's Sick Leave Bank.*

ARTICLE XI
WORK INCURRED INJURY

Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Employer may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the Employee is attending an Employer sanctioned training program, shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall

not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties absent a judicial decision to the contrary.

ARTICLE XII
LEGAL AID AND FALSE ARREST INSURANCE

Section A. *The Township shall provide legal aid to all covered Employees as a 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 XIII
COMMITMENT TO INSURE UNINTERRUPTED TOWNSHIP OPERATIONS

Section A. *The PBA 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 PBA 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 to duty), mass resignation, mass absenteeism, work stoppage, slowdown, walkout or other job action or the invocation of sanctions against the Township. The PBA 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 PBA or its members.*

ARTICLE XIV
ENTIRE AGREEMENT AND SAVINGS CLAUSE

Section A. *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 B. *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 XV
FAIR REPRESENTATION FEE

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union 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 within 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 Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

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

ARTICLE XVI
BULLETIN BOARD

The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees.

No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XVII
CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Township will permit at least one (1) uniformed Police Officer of the Borough to participate in funeral services for the said deceased Officer.

Subject to the availability of same, the Township will permit a Township police vehicle to be utilized by the members in the funeral service.

Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XVIII
MATERNITY/PATERNITY LEAVE

- A. *Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:*
1. *The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Officer's own choosing.*
 2. *In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.*
 3. *Upon return from maternity leave the Officer shall be returned to work without loss of seniority or benefits and shall be returned to the same position as worked prior to utilizing leave.*
 4. *The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.*
 5. *Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.*
- B. *Both male and female Police Officers shall be permitted such time and such terms and conditions as are provided under the Federal Family Leave Act and the New Jersey Temporary Disability Benefits Law.*

ARTICLE XIX
TERM AND RENEWAL

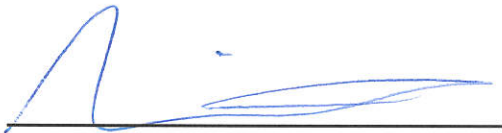
This Agreement shall have a term from January 1, 2022 through December 31, 2026. If the parties have not executed a successor agreement by December 31, 2026, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

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

Attest:

TOWNSHIP OF CEDAR GROVE

A blue ink signature, appearing to be "A. [unclear]", written over a horizontal line.

By:

A blue ink signature, appearing to be "P. [unclear]", written over a horizontal line.

Attest:

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

A black ink signature, appearing to be "P. [unclear]", written over a horizontal line.

By:

A black ink signature, appearing to be "P. [unclear]", written over a horizontal line.

SCHEDULE A-1

	3% <u>2023</u>	3% <u>2024</u>	3% <u>2025</u>	3% <u>2026</u>
<i>PATROL OFFICER</i>				
<i>Probation</i>	\$46,671	\$48,072	\$49,514	\$50,999
<i>Step 1</i>	\$60,655	\$62,474	\$64,349	\$66,279
<i>Step 2</i>	\$74,635	\$76,874	\$79,180	\$81,555
<i>Step 3</i>	\$88,617	\$91,276	\$94,014	\$96,834
<i>Step 4</i>	\$102,600	\$105,678	\$108,849	\$112,114
<i>Step 5</i>	\$116,583	\$120,080	\$123,682	\$127,393
<i>Step 6</i>	\$130,567	\$134,484	\$138,518	\$142,674
<i>SERGEANT</i>	\$146,234	\$150,621	\$155,140	\$159,794
<i>LIEUTENANT</i>	\$169,634	\$174,723	\$179,964	\$185,363