

3-0286

Amendment 1979

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A G R E E M E N T

This Agreement made this 5th day of October, 1979, between the TOWNSHIP OF CLARK (hereinafter called the Employer), and the CLARK PATROLMEN'S BENEVOLENT ASSOCIATION LOCAL 125 (hereinafter called the P.B.A.).

WHEREAS, the parties had reached an impasse in collective negotiations for a successor Agreement to the one existing between the parties which terminated on December 31, 1978, and

WHEREAS, the parties have presented their respective positions to an Arbitrator pursuant to N.J.S.A. 34:13A-16.1 et. seq. and

WHEREAS, the Arbitrator has rendered an Award in the aforesaid arbitration, Docket No. IA-79-73, and

WHEREAS, the parties are desirous of setting forth their agreement with respect thereto.

NOW, THEREFORE, in consideration of the following covenants entered into between the said parties and for other good and valuable considerations, it is agreed as follows:

1. The Agreement existing between the said parties bearing date September 23, 1975, expiring on December 31, 1977, which was amended so as to expire on December 31, 1978, be and the same shall be further amended as follows:

(a) All employees covered by the terms of the aforesaid agreement shall receive an across-the-board wage increase of One Thousand Fifty (\$1,050.00) Dollars, effective January 1, 1979.

(b) The clothing allowance of Three Hundred (\$300.00) Dollars shall be increased to Three Hundred Fifty (\$350.00) Dollars effective January 1, 1979. All other terms and conditions related to clothing and miscellaneous equipment shall remain the same as

provided for in the September 23, 1975 Agreement.

(c) A freeze on the accumulation of sick leave for "buy out" purposes at retirement shall be effectuated as of January 1, 1979 as more specifically hereinafter provided.

(i) As of January 1, 1979, for purposes of reimbursement for unused sick leave at retirement, each employee's unused sick leave shall be converted into dollars by multiplying his unused sick leave in days by the per diem salary in effect on January 1, 1979. For those employees whose unused sick leave in dollars does not exceed Seven Thousand Five Hundred (\$7,500.00) Dollars on January 1, 1979, the sum Seven Thousand Five Hundred (\$7,500.00) Dollars shall be the maximum reimbursement that an employee may receive at retirement for unused sick days. For those employees whose unused sick leave in dollars exceeds Seven Thousand Five Hundred (\$7,500.00) Dollars that sum established on January 1, 1979 shall be "red circled" and that shall be the maximum that shall be reimbursed for unused sick days at retirement.

(ii) At retirement an employee's unused sick days shall be multiplied by his per diem salary rate in effect at his retirement, however, the maximum dollar amount that shall be reimbursed shall be Seven Thousand Five Hundred (\$7,500.00) Dollars or that sum of money established on January 1, 1979, whichever is greater.

2. The Agreement dated September 23, 1975, as amended in 1978 and as further amended by the within Agreement, shall continue in force until December 31, 1979. All other terms and conditions contained in the said Agreement, herein provided for, shall remain in effect without modification

or alteration.

IN WITNESS WHEREOF, the Township of Clark and  
the Clark Patrolmen's Benevolent Association Local 125 have  
caused this Agreement to be executed hereunto this 5th day  
of October , 1979.

Attest:

TOWNSHIP OF CLARK

Edward Raduswick  
Township Clerk

By Bernard B. Gorman  
Mayor

Attest:

CLARK PATROLMEN'S BENEVOLENT  
ASSOCIATION LOCAL 125

William J. Duffy  
Acting Sec.

By Walter J. Reddy  
Pres.