

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWNSHIP OF CHESTERFIELD
AND
CHESTERFIELD POLICE FOP LODGE 114-
FRATERNAL ORDER OF POLICE/NEW JERSEY LABOR COUNCIL
JANUARY 1, 2006 through DECEMBER 31, 2009

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ARTICLE I

LEGAL REFERENCE

- A.** 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 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.

- B.** The provisions of this Agreement shall be subject to and subordinate to and shall not annual or modify existing applicable provisions of State and Local laws except as such particular provisions of this contract modify local laws.

ARTICLE II
RECOGNITION

The Township hereby recognizes the Chesterfield Fraternal Order of Police Lodge 114 – Fraternal Order of Police/New Jersey Labor Council, Inc. as the sole and exclusive majority representative of all full-time police officers employed by The Township of Chesterfield below the rank of Chief of Police. This includes all uniformed and non-uniformed patrol officers employed by the Township of Chesterfield and excludes all other police officers and non-police employees within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

ARTICLE III

EMPLOYEE RIGHTS

Pursuant to N.J.S.A. 34:13A-1 et seq., the Township hereby agrees that every patrol officer shall have the right to freely organize, join and support the FOP and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid in The State of New Jersey. The Township undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce and Police Officer in the enjoyment of any rights conferred under the laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any Police Officer with respect to hours, wages, or any other terms or conditions of employment by reason of his/her membership in the FOP or its affiliates, collective negotiations with the Township, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Township 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 limited to, the following rights:

1. To manage and control administratively the Township Government and its properties and facilities and the on-the-job activities of its employees;
2. To use judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent thereof are in conformance with the Constitution and laws of New Jersey and the United States.
3. To establish, revise and administer policies and procedures related to all operations of the Police Department in accordance with Title 40A of the New Jersey Statutes.
4. To hire all employees, and subjects to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
5. To reprimand, suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The Township retains the right to maintain the efficiency of its employees to expand, establish, reduce, alter, combine, consolidate or abolish any job classification and salary, department, operation or service to determine the staffing patterns and areas of work, to control and regulate the use of its facilities, supplies and equipment and other property of the Township and its Police Department to determine the assignment of work, the qualifications required and the size and composition of the workforce. The Township shall have no responsibility or requirement to train employees who do not meet minimum job qualifications at the time they may seek employment with the Township or movement into another job classification. The Township maintains the right under this section to train employees which do not meet minimum job requirements as it deems appropriate.

ARTICLE V

HOLIDAYS

Each year at the reorganization meeting the Township adopts a resolution setting forth a list of holidays. The list consists of fourteen (14) holidays. Members of the Police Department may be required to work on holidays set forth in the resolution.

Members assigned to work on holidays set forth in the resolution shall be paid time and one-half. Members who do not work on holiday shall not receive compensation for the holiday.

Members shall also receive holiday pay. Holiday pay shall be paid in one lump-sum payment in the member's second pay in December, if the employee is employed by the Township on December 1st of the same calendar year. Members joining the police department after January 1 of that calendar year will receive pro-rated holiday pay. Holiday pay shall be calculated as follows.

One hundred twelve (112) hours at the officers' hourly rate.

ARTICLE VI

VACATION

1. *Number of Vacation Days.*

All full-time members of the bargaining shall receive vacation leave in accordance with this article:

New full-time members of the unit shall not accrue vacation days the first sixty (60) days of employment. After sixty (60) days, full-time members shall accrue twelve hours vacation day for each sixty days worked until the end of the first full year of employment. The following schedule shall be followed thereafter:

| | |
|--|-------------------------------|
| Beginning of the second year through the end of the third year | eighty-four (84) hours |
| Beginning of the fourth year through the end of the seventh year | ninety-six (96) hours |
| Beginning of the eighth year through the end of the fifteenth year | one-hundred twenty hours |
| Beginning the sixteenth year through the end of the twentieth year | one-hundred sixty eight hours |
| Beginning of the twenty-first year to retirement | one-hundred eighty hours |

2. *Accrual of Vacation Time*

Vacation time shall accrue during the course of the year, and it shall not be available to the employee at the beginning of the year.

3. *Accumulation of Vacation Time*

After the fifth (5th) full year of continuous employment with the Township, a unit Member shall be permitted to carry maximum of sixty (60) hours vacation to the next following year. Time not used in the next following year shall be lost.

All employees shall retain all vacation time carried over from 2005 into 2006. However, those days carried over must be used in 2006.

4. *Scheduling Vacation*

All Vacation time must be requested in writing on the proper form provided by the Township Clerk, at least by the 15th of the preceding month. A written request form must be presented to the Chief of Police for approval, and then to the Township Clerk. Only one police officer shall be granted leave at any time. If two (2) or more officers in the Police Department request the same time period for vacation, the most senior officer shall be granted the vacation time off. The Chief of police has the discretion of allowing additional officers to be off on the same day should manpower permit. The other officer(s) shall resubmit his or her request for

alternate vacation time. If the Township grants an officer's vacation request, and the senior officer later requests the same period of time off for vacation, the Township shall not grant the senior's request for the time over the pre-granted request.

ARTICLE VII

SICK LEAVE

1. *Number of Sick Days*

All full-time unit members shall have one-hundred twenty (120) hours of sick time per calendar year.

2. *Notification Requirements*

All unit members are required to notify the Chief of Police of an absence due to illness two (2) hours prior to the beginning of their schedule work day, unless it is an emergency. This can be accomplished by calling Central P4.

3. *Accumulation of Sick Time*

One-half of any unused one-hundred twenty (120) hours may be accumulated for use in subsequent years.

4. *Sick time Sell Back at Retirement*

Each unit member shall be entitled to accumulate unused sick time in accordance with section three (3) above. The member shall be entitled to sell back the accumulated sick time as follows: The monetary value of one sick day at retirement shall be equal to 1/250 of the employee's base salary, but the total value of accumulated sick leave that may be sold back at retirement shall not exceed \$2,500.00.

ARTICLE VIII

BEREAVMENT LEAVE

In the event of a death of an family member or other friend or relative, as defined below, the employees is permitted to take the following paid time off:

- Immediate family- a maximum of five (5) consecutive days for each occurrence. Immediate family shall be defined as spouse, mother, father, child, sibling, in-law, or any person who may live within the household as part of the member's family.
- Relative- maximum of two (2) consecutive days for each occurrence. Relatives refer to uncles, aunts, grandparents, nieces, nephews, and cousins.
- Others – maximum of one (1) day for each occurrence for a total of three (3) days per year. Half days may be used in this circumstance. "Others" is defined as friends or distant relatives.

If additional bereavement leave is necessary, it may be taken as vacation time. Employees who need to use bereavement leave shall notify the Chief of Police as soon as possible.

ARTICLE IX

ADMISTRATIVE LEAVE

Each full-time unit member is entitled to take up to forth-eight (48) hours of administrative leave each calendar year. Administrative leave days shall not be accumulated.

The purpose of such leave will be to attend to matters such as family and home concerns, financial and legal matters. Administrative leave is only for obligations that must be handled during work hours. One-half day of administrative leave may be granted and will be charged as such. Administrative leave must be scheduled in a manner that the Chief of Police has time to arrange suitable coverage if that should be necessary. Whenever possible, notice of such leave should be requested twenty-four (24) hours prior to the absence.

ARTICLE X
OTHER LEAVES

1. *Leave of Absence*

Full-time patrolman may be granted a personal leave of absence for up to six months at the sole discretion of the Township Committee if the leave does not cause undue operational disruption in the Police Department. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay.

Personal Leaves shall not be granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Members on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. A personal leave is granted with the understanding with that employee intends to return to work for the Township. If the member fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

2. *Family and Medical Leave Act*

Members shall receive medical leave in accordance with the Family and Medical Leave Act and the New Jersey Family Leave Act. Members on such leave will not accrue vacation days, sick days or personal days. Members shall use all their accumulated sick, vacation and personal days while on Medical Leave. All other leave shall be without pay.

3. *Military Leave Policy*

Military Leave shall be provided in accordance with New Jersey and Federal Law.

4. *Convention Leave*

One officer of the Chesterfield FOP Lodge #114, not specifically the delegate only, shall be permitted to attend any State or National Conference without loss of pay as per N.J.S.A. 11A:6-10 and 40A: 14-177 of the New Jersey Statutes.

ARTICLE XI

HOURS OF WORK/OVERTIME PAY/COMPENSATORY TIME

1. *Hours of Work*

Police officers work eighty-four (84) hours during a two-week period, on a schedule determined by the Chief of Police and consistent with Title 29, sec. 207(k).

2. *Overtime*

Overtime for unit members shall be paid at the rate of one and one-half (1 ½) times the officer's hourly rate of pay for all of those hours worked in excess of eighty-four (84) hours per bi-weekly period. All approved time off, except sick time, shall count towards hours worked for purposes of calculating overtime.

Police officers shall not work overtime unless expressly authorized by Chief of Police, with notice to the Township Clerk.

3. *Outside Employment*

All assigned outside employment details assigned by the Chief of Police shall be as prescribed in Chesterfield Township Ordinance No. 2001-28.

ARTICLE XII

SALARY AND OTHER PAY

1. *Method Of Payment*

The Township shall divide the members established salary by the appropriate number of pay dates in each year of the contract on a weekly basis to establish the member's pay. Members shall be paid on a bi-weekly basis.

2. *Salary Guide*

| <u>Position</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> |
|-----------------|-------------|-------------|-------------|-------------|
| Recruit | \$26,059 | \$27,101 | \$28,185 | \$29,312 |
| Step 1 | \$34,745 | \$36,135 | \$37,580 | \$39,083 |
| Step 2 | \$39,949 | \$41,547 | \$43,209 | \$44,937 |
| Step 3 | \$47,061 | \$48,944 | \$50,901 | \$52,937 |
| Step 4 | \$52,096 | \$54,180 | \$56,347 | \$58,601 |
| Step 5 | \$57,275 | \$59,566 | \$61,948 | \$64,426 |
| Step 6 | \$60,302 | \$62,714 | \$65,222 | \$67,831 |
| Step 7 | \$63,196 | \$65,723 | \$68,352 | \$71,086 |

Salary increases shall be made only after the Township budget is passed in that year. Once the budget is passed, officers shall receive pay retroactive to January 1 of that year. The retroactive pay shall be made by the second pay after the budget is passed and the appropriate time for effectiveness has passed.

Newly hired police officers shall be placed in the salary guide depending on their length of service, experience and training. The placement of newly hired police officers into a step shall be at the sole discretion of the Township Committee with the advice of the Chief of Police.

3. *Call Back Time*

Unit members who are called back into work after having left the premises of the Township, and/or at a time not contiguous to the member's regular work time shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 ½) times the members pay per hour. Should the call-in time exceed two (2) hours, then the officer shall be paid at the rate of one and one-half (1 ½) time for the actual time expended. These hours shall not be further included in the eighty four (84) hour "overtime" calculation. Officers can be ordered to return to work at the discretion of the Chief of Police.

ARTICLE XIII

DEFINITIONS

1.*Full-time Employees*

Full-time employees are all regular full-time Patrolmen employed by the Township in the Police Department who shall be subject to twenty-four (24) hours duty per day including Saturday, Sunday and Holidays.

2.*Unit Members*

The Unit is defined as full time Patrolmen of the Township of Chesterfield Police Department.

3.*Probationary Officers*

These are full-time officers who are serving during the first twelve (12) months of their employment, and whose appointment to permanent status is governed by 42-8 (A) (1) of the Code of the Township of Chesterfield. The probationary time may be extended up to 6 months by recommendation form the Chief of Police at the discretion of the Township Committee. During the Probation time officers work at the discretion of the Township Committee and can be terminated at anytime during that period with or without cause.

ARTICLE XIV
GRIEVANCE PROCEDURE

1. *Definitions*

Grievance: A grievance is a claim based upon a breach, misinterpretation or improper application of the terms of this Agreement, or a claim, violation, misinterpretation or improper application of the policies or administrative decisions affecting the terms and conditions of employment as defined in the Employee-Employer Relations Act.

Aggrieved: An aggrieved person means a person or persons of the Association instituting the grievance.

2. *Purpose*

The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

3. *Procedure*

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All grievances must be submitted in writing.

Step one: All grievances must be presented within five (5) working days after the occurrence complained of, or when the officer should have known of the occurrence, to the Chief of Police. Failure to act and file written grievances within five (5) days of the date of the occurrence shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall review the grievance as he deems appropriate and necessary. The Chief shall communicate his decision in writing to the aggrieved within five (5) working days from receipt of the grievance.

Step two: If the aggrieved is not satisfied with the decision, the aggrieved must submit a written grievance to the Township Clerk/Office Manager detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step one decision. The Township Clerk/Office Manager will render a written decision to the employee within five (5) working days after the receipt of the written grievance.

Step Three: If the aggrieved is not satisfied with the Township Clerk's decision, the aggrieved must submit a written grievance to the Township Police Commissioner detailing the facts and the relief requested. The decision in Step 2 will be deemed final if the employee fails to submit a written grievance within five (5) working day of the Step 2 decision. The Township Police Commissioner will render a written decision to the employee within ten (10) working days after receipt of the written grievance.

Step Four: If the aggrieved is not satisfied with the Township Police Commissioner in charge of personnel matters decision, the aggrieved must submit a written grievance to the Township Committee detailing the facts and relief requested. The decision in Step 3 will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step 3 decision. The Township Committee will render a written decision to the employee within twenty (20) days after receipt of the written grievance.

Step Five: If the aggrieved and the Union are not satisfied with the Township Committee's decision, the aggrieved and the Union may file for arbitration with the Public Employment Relations Commission (PERC). The aggrieved and the Union must file the required paperwork within ten (10) days of receipt of the Committee's decision. If a petition is not filed with PERC within ten (10) days, the Committee's decision shall be deemed final and binding.

All costs for an arbitrator will be borne equally by both parties. Any other costs incurred by either party will be the sole responsibility of that party.

Failure of the Township to respond to any Step of the Grievance Procedure within the prescribed time limits will automatically move the grievance to the next Step.

ARTICLE XV

SEVERABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any officer or group is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI

MEDICAL BENEFITS

1. Medical Benefits

Unit members shall receive the same health benefits as provided to all other Township employees and their families, which is currently N.J. Plus, but is subject to change. If the unit member chooses to participate in a different plan, the unit member is responsible to pay the additional cost.

2. Opting Out Of Medical Benefits

Members who have health insurance coverage through other sources and do not require Township health insurance coverage will be provided with the following incentives should they choose not to participate in the Township's plan:

- \$1,000.00 incentive for employees who choose the Township health insurance for themselves only.
- \$1,500.00 incentive for employees who do not participate in the Township health insurance coverage at all.

All incentives will be paid in one lump sum payment with the member's second pay in December. In order to be eligible for these incentives, the member must have been employed by the Township on January 1st and December 1st of the same calendar year.

Any unit member whose situation changes during the year and needs to enroll in health insurance coverage will be accommodated as the NJ Health Benefit Plan allows.

ARTICLE XVII

CLOTHING ALLOWANCE

The Township shall provide all unit members with a clothing allowance to be used for all cleaning and maintenance and their uniforms, but not for the purchase of uniforms, as follows:

The amount of the clothing allowance is \$500.00 per year for full-time Police officers. The clothing allowance shall be paid in one lump-sum payment with the member's second pay in December, if the employee is employed by the Township on December 1st of the same calendar year. Members joining the police department after January 1 of that year will receive a pro-rated clothing allowance.

ARTICLE XVIII

FULLY BARGAINED AGREEMENT

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

This Agreement represents and incorporates the complete and final understanding of settlement by and between the parties on all bargained issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter contained herein, nor covered by this Agreement, nor within the contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

ARTICLE XIX

DURATION

This Agreement shall be in full force and effect from January 1, 2006 through and including December 31, 2009. The subject Agreement shall determine the rights and responsibilities of the parties for the Agreement by and between from January 1, 2006 to December 31, 2009.

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

Chesterfield Township FOP Local # 114

Township of Chesterfield

Michael Davison , President

Michael Hlubik, Mayor

Brian Schoen, Vice-President

Bonnie J. Haines , Township Clerk