

**AGREEMENT
BETWEEN
THE TOWNSHIP OF CHATHAM
AND
PBA LOCAL NO. 170**

JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

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PREAMBLE

THIS AGREEMENT, made this _____ day of July , 2013 by and between the **TOWNSHIP OF CHATHAM**, a body politic incorporate of the State of New Jersey, hereinafter referred to as the "Township", and the **POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 170**, hereinafter referred to as the "Association";

WHEREAS the Township and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that efficient and continuous service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

1. The Township hereby recognizes the Association as the exclusive representatives for collective negotiations concerning wages, hours of employment and other items and conditions of employment as set forth herein for all Patrolmen, Sergeants and Lieutenants of the Chatham Township Police Department, excluding the Chief of Police, Captains, and all other employees.

2. Unless otherwise indicated by the context of this contract, the title "Employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females. "Employees" shall also indicate members of the Chatham Township Police Department who are not members of the Association, as well as probationary officers employed by the Township prior to the time they qualify for appointment to Patrolman Grade No. 5.

ARTICLE II

POLICEMEN'S RIGHTS

1. There shall be no discrimination, interference, restraint or coercion by the Township and the PBA 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 employee 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 and shall not solicit membership in the Association during working time.

2. Elected representatives of the Association may be permitted time off from duty assignments to attend meetings for grievances of any Employee upon having obtained the prior approval of the Chief of Police or his/her designee, provided that the granting of such permission will not affect the efficiency of the Police Department in the judgment of the Chief of Police or his/her designee. No more than two (2) such representatives shall be granted time off to attend grievance meetings at the same time.

3. The Employee shall have the right to inspect documents in his/her personal history file maintained at the Police Headquarters at any reasonable time upon reasonable notice to the Chief of Police or his/her designee through the normal chain-of-command. Contents of the Employee's personal history file shall not be made public unless required for a disciplinary or judicial proceeding. Whenever, in the opinion of the Chief of Police, derogatory material is placed in the Employee's personal history file, the Township agrees to notify the Employee of that action. The Employee shall have the right to file a rebuttal to all such derogatory material. All materials placed in the file shall remain unless removed by the mutual consent of the Chief of Police, the Township Administrator and the Employee.

4. The State PBA Delegate (or alternate) shall be permitted time off to attend monthly State PBA meetings.

ARTICLE III

INCORPORATED MATERIALS

The following is attached to this Agreement and incorporated as set forth at length herein: "Manual of Rules and Regulations of the Police Department of the Township of Chatham - 1971", adopted December 21, 1971, as amended.

All the provisions of the foregoing shall be considered as terms and conditions of this Agreement, except when a specific provision of this Agreement, except when a specific provision of this Agreement is contrary thereto. When such provision is contrary, the terms and conditions set forth in this Agreement shall take precedence.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable settlement to the problems which may arise affecting the terms and conditions of this Agreement or any working condition. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application of, or violation of any of the provisions of this Agreement or any working conditions, and may be raised by an individual employee or group of Employees or the PBA.

C. Steps of the Grievance Procedure

The following constitute the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any Step is waived by mutual consent:

Step One:

1. An aggrieved Employee or group of Employees or the PBA shall institute action under this provision in writing hereof within fifteen (15) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within the said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

2. The Chief, or his designee, shall render a written decision within ten (10) calendar days after the grievance is first presented to him.

Step Two:

If the aggrieved wishes to appeal the decision of the Chief of Police, or his/her designee, the grievance shall be presented in writing to the Township Administrator, or his/her delegated representative within seven (7) calendar days from the date of the Chief's, or his/her designee's decision. The Township Administrator, or his/her delegated representative, shall

present a decision in writing within fourteen (14) calendar days after the receipt of the written grievance.

Step Three: Arbitration

1. If the grievance is not settled through Steps One or Two the grievant(s) may refer the matter to the New Jersey Public Employment Relations Commission within fifteen (15) calendar days after the determination of the Township Administrator, or his designee. An Arbitrator shall be selected pursuant to the Rules of the New Jersey Public Employment Relations Commission.

2. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The cost for the services of the Arbitrator shall be borne equally between the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

4. The Arbitrator shall only be permitted to hear one grievance on only one issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent by the Township and the Association prior to the commencement of the arbitration.

D. Either the Township or an Employee may waive any Steps of the Grievance Procedure, but said waiver can only be done in writing and with consent of the other party in question.

E. The time limits set forth herein shall be strictly adhered to. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the preceding step shall be deemed to be conclusive. However, if the grievance is not processed due to the failure of the Township or its designee to render a decision within the time limits specified, then the grievance shall be moved to the next step in the procedure. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the Grievance Procedure.

ARTICLE V

DISCIPLINE

1. The Township shall not discipline any member of the Police Department without just cause. No disciplinary action requiring a public hearing shall be required before the Township Committee, except as outlined in N.J.S.A. 40A:14-147.

2. All disciplinary action taken by the Employer will take one or more of the following formats:

(a) Informal, private, or oral reprimand by the Chief of Police or his designee;

(b) A written memorandum of censure by the Chief of Police or his/her designee, with copies to the Director of Public Safety;

(c) A confidential letter of admonition from the Township Committee, with copies to the Director of Public Safety and the Chief of Police;

(d) Voluntary surrender of time off or accumulated overtime in lieu of other penalty;

(e) Suspension from duty without pay, not to exceed five (5) working days, by action of the Chief of Police;

(f) Suspension from duty without pay taken by action of the Township Committee;

(g) Demotion by action of the Township Committee. However, in the case of a Patrolman, said action shall be the reduction of one or more pay grades. Demotion shall include, but not be limited to, reduction in rank and/or loss of pay.

(h) Dismissal from service by action of the Township Committee.

3. Nothing shall require the Township to take disciplinary action in the order it appears in this Article, so long as the action taken is related to the severity of the offense determined to have occurred.

4. All documents in any way connected with an Employee's disciplinary history shall be placed in said Employee's personal history file at Police Headquarters and may be viewed in accordance with **Article II** of this Agreement.

5. Probationary Patrolmen may be separated from their employment by action of the Township Committee or its designee at any time without recourse from said Employee.

ARTICLE VI

ATTENDANCE AT COURT AND ADMINISTRATIVE PROCEEDINGS

1. Any Employee who is required to appear in municipal court, or in another court, or before any administrative tribunal in connection with his/her duties, while said Employee is off duty, shall be compensated by two (2) hours time, at time and one-half (1-1/2) times his/her prevailing rate. If the appearance requires more than two (2) hours, said Employee shall be compensated for his/her actual time spent on the appearance at time and one-half (1-1/2) times his/her prevailing rate. This Section 1 shall not apply to Lieutenants

2. Except for appearances in municipal court, time for the appearance shall include travel time necessarily required in connection with the appearance, where the said travel is to and from Headquarters or from any other location. Any Employee assigned to the Detective Bureau shall not be entitled to compensation under this Article.

3. In addition to being compensated for his/her time, the Employee shall be reimbursed for necessary and reasonable disbursements upon submission of a Township expense form. Such disbursement is subject to the approval of the Chief of Police or his/her designee.

4. An Employee covered by this Agreement shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. They will accept all subpoenas legally served if a subpoena arises out of Department employment and will be compensated in accordance with **Section 1** of this Article. He/she shall immediately notify his/her commanding officer and the Township attorney of the service or notification and the testimony he/she is prepared to give.

5. If the Employee is informed that he/she is a party to a civil action arising out of Department employment, he/she shall be compensated at straight time rate and may be entitled to legal fees under N.J.S.A. 40A:14-155.

ARTICLE VII

CALL-OUT TIME

When an Employee is ordered to report for duty other than his/her normally scheduled tour of duty, he/she shall be compensated for a minimum of two (2) hours pay at the time and one-half (1-1/2) prevailing rate. Any Employee shall be entitled to call out compensation as long as it is job related and is approved by the Chief of Police or his/her designee. The Chief of Police or his/her designee retains the right to retain an Employee for the full minimum period of call-out time as is necessary and proper in accordance with present staffing needs. In the event that the length of the call-out assignment exceeds the guarantee as set forth above, the Employee shall continue to be paid for all hours worked at the rate of time and one-half (1-1/2) times his/her prevailing rate during the length of that assignment only. If the call-out time should run into the Employee's regularly scheduled tour of duty, that Employee will be paid his/her regular rate of pay during those duty hours. This Article VII shall not apply to Lieutenants.

ARTICLE VIII

STAND-BY TIME

1. Stand-by time shall be interpreted to mean that period when an Employee is required to be available and ready to report for duty on immediate notice, if notified to do so. Officers assigned to the Detective Bureau shall not be entitled to additional compensation under this Section.

2. Whenever the Chief of Police places an Employee on stand-by for any occurrence or anticipated occurrence that the Chief feels will necessitate a call for additional manpower, each Patrolman who is placed on stand-by, including members of the Detective Bureau, will be compensated for his/her time.

3. Each Employee shall be compensated for his/her stand-by time by the payment of four (4) hours of pay at his/her prevailing rate for each twenty-four (24) hour period or any portion thereof that an Employee is on stand-by, or, as required by law. If in the event an Employee on stand-by status should be called out, he/she shall receive no additional compensation during the first four (4) hours of his/her stand-by assignment. However, should such assignment exceed four (4) hours, he/she shall be paid for the remainder of the assignment under the provisions of **Article VII** or the overtime rate set forth in **Article XVII**, whichever shall be applicable.

The aforementioned shall be interpreted in accordance with the FLSA as made applicable to public employees by the controlling Judicial decision.

This Article VIII shall not apply to Lieutenants.

ARTICLE IX

DETECTIVE ALLOWANCE

1. At any time, the Chief of Police shall have the right to assign any member of the Police Department to work in the Detective Bureau or as a Traffic Safety Officer, and to transfer Traffic Safety Officers or members of the Detective Bureau to uniform duty or other assignment.

2. Any Employee assigned to work in the Detective Bureau by the Chief of Police shall receive additional annual compensation in the amount of 2.75% above top salary for patrolman, sergeant or lieutenant, as applicable, set forth in **Appendix A**. Payment of this additional salary will be prorated for the period of service the Employee serves in the Detective Bureau and shall be paid in equal installments during the period of such service. This additional salary shall be part of the Employee's base rate of compensation and shall be paid in recognition of the additional training, duties and responsibilities which are associated with these positions.

3. The Detective allowance shall commence immediately upon transfer of an Employee to, and shall terminate immediately upon transfer of an Employee from, the Detective Bureau to uniform duty.

ARTICLE X

UNIFORM AND EQUIPMENT ALLOWANCE

1. For the purposes of this Article, "uniforms and equipment" shall mean any clothing and equipment prescribed by the Chief of Police.

2. All Police Officers covered by this Agreement shall be issued a complete set of uniforms and equipment at the expense of the Township.

3. All expenditures for the replacement of worn uniforms and equipment shall be reviewed and approved by the Chief of Police or his/her designee before an Employee may make a replacement purchase. The Township will only make payments for replacements of worn equipment and uniforms when it receives a signed voucher after all items on the voucher have been received.

4. In addition to the foregoing, the Township shall pay for the replacement of any eyeglasses or prosthetic device damaged or destroyed in the line of duty up to a maximum of One Hundred Fifty (\$150.00) Dollars for the item damaged. In the event of damage to or destruction of wristwatches and/or rings as a result of an incident involving the public, the Employee shall be compensated for such loss up to the maximum of Fifty Dollars (\$50.00).

ARTICLE XI

VACATIONS

1. Each Employee covered by this Agreement shall be entitled to an annual vacation as follows:

Years of Service	Days of Vacation
1st	1 per month (Max 10)
2d thru 5th	12
6th thru 10th	18
11th thru 15th	20
16th thru 20 th	23
21st & Thereafter	25

2. Vacation entitlement shall be determined as of December 31st. Any Employee who satisfies the length of service requirements for increased vacation shall be entitled to receive such increase as of January 1st of the contract year in which he/she meets, or will meet, such requirements.

3. In the event an Employee is unable to utilize his/her full vacation entitlement based upon the determination of the Chief of Police, the Employee shall be permitted to carry over such unused vacation time into the next year.

4. All earned vacation credits which are not used due to retirement, termination due to disability retirement or death, shall be paid to the Employee on his/her retirement or termination due to disability, or to his/her next-of-kin upon the death of the Employee.

5. Temporary Employees are not entitled to vacation benefits. Temporary Employees are defined as, but not limited to, Employees who are hired for a specific period of time which is not permanent in nature. Part-time Employees shall receive vacation benefits on a prorated basis determined by a formula based on hours worked.

6. In order that Employees may receive the most benefit from their vacations, not more than five (5) days of vacation will be taken at one (1) or two (2) day intervals.

7. All vacations must be scheduled and approved by the Chief of Police. It is his/her responsibility to schedule individual vacations so that the activities of the Township Police force may be carried out without interruption or inconvenience. Employees shall be given first preference in assignment of vacation in terms of the seniority procedure established in **Article XIX** of this Agreement. If an Employee shall not select his/her vacation by the time in which all vacation selections must be made to the Chief of Police, he/she will forfeit his/her seniority choice and will be given vacation days thereafter in accordance with the needs of the Township.

8. Pay in lieu of vacation will not be granted by the Township, except as provided in Section 4 above.

ARTICLE XII

HOLIDAYS

Employees covered by this Agreement shall be entitled to paid compensation for thirteen (13) holidays per year. Holiday pay compensation shall be included as part of the regular pay check and be considered part of the base rate of creditable compensation for all purposes. Lieutenants shall be entitled to thirteen (13) paid holidays off per year. In addition Lieutenants may work up to three (3) holidays per year upon prior consent of the Chief of Police, which shall not be unreasonably withheld. The Lieutenants shall receive compensatory time off for each such day, which may be utilized or compensated in accordance with the provisions of Article XVIII, paragraph (d).

ARTICLE XIII

LEAVES AND TIME OFF

1. (a) Any Employee who is a member of the organized militia or of the organized component of any armed forces of the national or state government shall be entitled to a leave of absence from his/her respective duty without loss of pay or time on all days in which he/she shall be engaged in field training, subject to making proper application and upon approval of the Chief of Police or his/her designee.

(b) Paid military leave shall not affect an Employee's vacation.

(c) All compensation received by an Employee during his/her period of paid military leave under this Article shall be turned over to the Township.

(d) Any Employee called into active duty or drafted into the armed forces of the United States shall be granted an indefinite leave of absence without pay. The Employee's seniority and longevity shall continue for the full period of his/her military service. On separation from service, such Employee must be reinstated without loss of seniority or longevity, provided that he/she was separated from service under honorable conditions and he/she reports for duty with the Chatham Township Police Department not later than ninety (90) days following his/her date of separation.

2. (a) In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay for no more than four (4) consecutive calendar days, one (1) day being the day of that person's funeral. The term "immediate family" includes wife, husband, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law or a relative who is regularly living in the Employee's household.

(b) Notwithstanding the content of the foregoing subparagraph, the Chief of Police, in his/her sole discretion, may grant special consideration in those situations which are not covered by the above circumstances.

3. (a) Any Employee who is called to appear before a court, not in connection with his/her official duties, or is called upon to serve in a jury, shall be entitled to receive his/her regular pay, less witness fees and/or jury pay, as applicable, for the period of time in which he/she is officially before the court, even if said time is for the purpose of obtaining an excuse from said appearance. Employees shall not volunteer for jury duty.

(b) The parties recognize that a person summoned to jury duty must appear in court and can only be excused by the court.

4. An Employee may be granted a leave without pay for a specific purpose when such is approved by the Chief of Police and concurred with by the Township Committee. An application for leave without pay must be submitted to the Chief of Police, in writing, thirty (30) days in advance of its effective date. The application must state the reason for such request and must contain a

statement that the Employee is not withdrawing his/her retirement fund contributions and he/she intends to return to duty upon the expiration of said leave.

5. An Employee may be allowed a reasonable amount of time off without pay for reasons involving urgent personal business requiring an Employee's attention, provided the Chief of Police approves. Such time off shall be approved only because it is judged necessary and beneficial to the Employee and will not unreasonably interfere with his/her work. Such time off may, at the Employee's election, be deducted from his/her vacation entitlement.

6. Employees shall be given up to four (4) personal days per year for exigent reasons subject to the approval of the Chief.

ARTICLE XIV

OFF-DUTY EMPLOYMENT

1. An Employee shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

2. Off-duty employment shall be defined as that employment which is taken by the Police Officer that does not involve serving as a Chatham Township Police Officer.

3. It is understood that the full-time Patrolmen will consider their position with the Township as their primary employment. Any off-duty employment or activity must not interfere with the Officer's efficiency in his/her position with the Township and must not constitute any conflict of interest with said position.

4. No Patrolman who engages in any off-duty employment during his/her off-duty hours shall be permitted to wear his/her regulation uniform, or any issued equipment or any part thereof, with the exception of an Officer's issued weapon.

5. Should any Employee undertake off-duty employment while off-duty and such employment impairs the Employee's performance of his/her duty, or a conflict of interest subsequently arises, the Chief of Police shall direct that such off-duty employment be discontinued. Failure to heed such directive will result in disciplinary action being taken against the Employee in accordance with **Article V** of this Agreement.

6. All off-duty employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the Officer's name and address, and the current Employer's name, address and phone number so that the Officer can be contacted in an emergency situation.

ARTICLE XV

HEALTH BENEFIT PROGRAM

1. The Township shall provide to each member covered under this Agreement health and medical benefit coverage under the program known as the "Direct 10" program currently provided under the New Jersey State Health Benefits Program ("Program"), together with all other coverage options currently made available under the Program (Plan Option"). In the event that the Program eliminates or modifies any Plan Option, the Township shall be obligated only to offer the remaining or modified coverage(s). It shall not be obligated to reimburse any officer for any increase in deductibles, co-insurance, or other out of pocket costs associated with such modified coverage(s), including premiums provided that all such modified coverage(s) are maintained at substantially equivalent levels. However, if the premiums are increased for any individual Plan Option or its substantial equivalent as a result of a modified plan, including the Direct 10 program, the Township shall continue to be responsible for its statutory share of the premium cost. Both the Township and the officers agree to contribute their required percentage of insurance premiums under the provisions of New Jersey law, Chapter 78, P.L. 2011. Employees shall contribute to the cost of the premium for the plan Option that they choose in accordance with the schedule of contributions established by the State of New Jersey. The minimum contribution required is 1.5% of the employee's base salary.

2. Except as provided below, employees covered under this Agreement who have had twenty-five (25) years or more vested in P.F.R.S., upon their retirement from the Township's employ, shall be entitled to have the Township pay the premium charges for themselves and their dependents in regard to insurance coverage. Also Employees who retire on disability retirement are eligible for such even if they do not meet the twenty-five (25) year requirement. In addition, the Township shall be responsible for the payment of Medicare charges for such retirees and their spouses who are covered. The Township will bear the full expense of such insurance premiums and Medicare charges in accordance with Chapter 88, P.L. 1974, as amended by Chapter 436, P.L. 1981. These benefits shall be continued for surviving spouses of Employees who were previously covered during their retirement.

Employees hired after December 31, 2012 shall not be eligible for any post-retirement health benefit. In the event, however, that an Employee so hired is injured while performing his/her duties as a sworn police officer within the State of New Jersey, and is granted an accidental disability retirement as defined by and approved by the Board of Trustees of the Police and Firemen's Retirement System, the Township agrees to provide medical benefits to the employee only. Coverage shall not extend to spouses or dependents and shall terminate upon the 25th anniversary of the Employee's date of hire with the Township or upon a determination by the Board of P.F.R.S that the Employee/Retiree is no longer disabled or upon the Employee/Retiree taking other employment. In the event that an employee is killed while performing his/her duties as a sworn police officer within the State of New Jersey, the Township agrees to provide

medical benefits to the surviving spouse and the deceased employees dependent children until the 25th anniversary of his/her date of hire or until the dependents are no longer eligible, in accordance with State Law.

3. The Township reserves the right to change insurance carriers and/or self-insure so long as comparable benefits are provided. If the Township should change insurance carriers, advance notice will be given to Employees of the bargaining unit.

4. A Family Dental Plan, the same or similar to **Exhibit B** attached and made a part hereof, shall be provided. The Township shall have the right, after consultation with the PBA, to change carriers providing it obtains substantially similar coverage. The parties further agree that the benefit shall not be extended to retirees. The cost of this new benefit shall be shared by the parties. Effective January 1, 1990, seventy-five (75%) percent shall be paid by the Township and twenty-five (25%) percent shall be paid by the individual Police Officer by way of payroll deduction.

ARTICLE XVI

ABSENCES

1. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease.

2. Commencing on January 1, 2006, regular, permanent salaried Employees of the Township covered by this Agreement shall be entitled to sick leave benefits as follows:

a. Each officer shall be credited with one hundred 8-hour sick days in his/her bank or the amount provided under the 2003-2005 contract, whichever is more;

b. Each officer shall accrue sick leave at the rate of fifteen 8-hour days per year, which shall accumulate from year to year;

c. The maximum number of sick days which an officer shall be entitled to accumulate shall be two hundred sixty 8-hour days;

d. Upon retirement, each officer shall be entitled to receive payment for accumulated and unused sick leave days at the rate of one 8-hour day for each three 8-hour days, up to a maximum of \$20,000.00; the employee may opt to use the time as "terminal leave" leading up to the retirement date at the rate of one 8-hour day for every three days accumulated. No additional time shall accrue during said period of terminal leave. In order to be paid for such leave during the calendar year of retirement, the officer must notify the Township of his/her retirement on or before March 1 of that year. Otherwise, the Township reserves the right to pay the terminal leave benefit in the following year.

e. There shall be implemented a sick leave "donation" program subject to the following terms and conditions:

(i) an officer shall be eligible to receive donated sick leave from other members of the department provided that the officer has completed at least one year of continuous service, suffers from a major health condition or injury or is providing care to a member of his/her immediate family for a major health condition with necessitates the officer's prolonged absence from work for a period of not less than 16 consecutive work days, and has exhausted all of his/her accrued sick, vacation and compensatory leave time.

(ii) an officer may donate sick leave to others who have exhausted their accumulated sick leave provided that the donating officer donates only whole days, has at least 15 days of accrued sick leave remaining to his/her credit following the donation and has not solicited anything of value for the donation.

3. The Township may require proof of illness from the Employee on sick leave where such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the Township reserves the right to require competent medical evidence to be

submitted prior to the reinstatement of said Employee and also reserves the right to have the Employee examined by the Township physician before returning to duty.

In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report.

Not more than two (2) days per year of such sick leave may be used to care for a family member who is ill or injured.

4. When an absence due to illness does not exceed two (2) consecutive working days, normally the Employee's statement of the cause will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the Employee examined by the Township physician before returning to duty. Any absence in excess of two (2) consecutive working days may, in the discretion of the Chief of Police or his/her designee, require a written statement from the attending physician. The Township also reserves the right to require the Employee to be examined by the Township physician and certified as fit for duty before returning to work.

5. Employees shall be permitted to accumulate unused sick leave to a maximum of two hundred sixty (260) work days to be used in the event of a non-occupational, long-term illness or disability. No accumulation of sick leave above the two hundred sixty (260) work days will be permitted for the use of non-occupational, long-term illness or disability.

6. The Township Committee may grant leaves of absence without loss of pay in accordance with the provisions of N.J.S.A. 40A:14-137.

7. Any Employee who sustains an injury or an illness in the line of duty will be continued without loss of pay for a maximum of one (1) year, in accordance with N.J.S.A. 40A:14-137.

8. Payments which an Employee receives under provisions of Worker's Compensation or temporary disability laws shall either be remitted to the Township or used as an offset to full salary payments.

9. Except as otherwise provided by law, any permanent member or Officer of the Township of Chatham Police Department who shall be absent from duty without just cause or leave of absence for the continuous period of five (5) days shall cease to be a member of the Department.

10. Members and Employees unable to report for duty because of sickness or injury shall notify the Desk Officer in person or by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts.

11. Employees, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement. If an Employee is unable to report such confinement or change in such, a relative or other responsible person shall notify the Department with all pertinent facts.

12. Employees who are absent in an unauthorized manner may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when Employees:

(a) Who, without authorization, are not at home or their place of confinement while on sick leave;

(b) Feign illness or injury;

(c) Deceive the Township physician in any way as to their true condition;

(d) Violate any provisions concerning the reporting of sickness or injury.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

1. (a) All Employees shall work a schedule approved and adopted by the Chief of Police.

(b) The tour of duty shall be any of the following: (i) 4 on and 4 off with 12 hour days; (ii) 4 on and 3 off with 10 hour days; (iii) 4 on 2 off and 4 on 4 off with 10 hour days; and 5 on 2 off with 8 hour days. Hours shall be consecutive hours, in any one given day, that an Employee is regularly scheduled to work. A day shall be considered a period of twenty-four (24) hours, starting at the beginning of an Employee's tour of duty.

2. (a) All Employees covered by this Agreement shall be paid overtime at a rate of time and one-half (1-1/2) times the Employee's prevailing rate for services rendered beyond the regular tour of duty or duty performed on an Employee's regularly scheduled day off period.

(b) All overtime must be authorized by the Chief of Police or his/her designee.

(c) Overtime shall be paid of all time worked after the initial fifteen (15) minutes of an overtime assignment, and the first fifteen (15) minutes shall be paid for provided that the Employee works such time.

(d) Payment of overtime shall be made by the Township within fifteen (15) calendar days after overtime reports are approved by the Chief of Police and submitted to the Township Treasurer.

(e) Subject to the prior approval of the Chief of Police, any Employee may accept compensatory time off in lieu of overtime payments. Employees shall be permitted to carry over up to two hundred forty (240) hours of compensatory time. Such deferred time shall be taken upon prior approval of the Chief of Police.

(f) The provisions of this Section shall not apply to time and compensation as specified in **Articles VI, VII and VIII** of this Agreement.

(g) Third party overtime shall be paid to all Employees, regardless of salary step, at the rate of one and one-half (1-1/2) times the Grade 1 Patrolman's rate provided in **Article XXII** of this Agreement.

Upon prior written agreement by the PBA only, and not an individual Officer, the third party overtime rate may be reduced to an amount less than the rate required by this Section.

3. All time off including vacations, personal days and sick leave shall be converted to hours (or a reduced number of days, as applicable) to reflect the modified twelve (12) or ten (10) hour work day.

4. Overtime shall be paid for hours worked in excess of twelve (12) per day or forty-eight (48) per eight (8) day work cycle.

5. In the event that the Chief of Police elects to terminate the four and four (4 and 4) schedule, he/she shall do so on not less than thirty (30) days' notice to the Police department.

ARTICLE XVIII

SENIORITY: REDUCTION IN PERSONNEL

1. Seniority for all purposes designated in this Agreement shall be determined by the number of years of service in the rank of Patrolman. In the event that more than one (1) Patrolman shall have the same number of years of service, seniority will be determined by the date upon which the Patrolman or Patrolmen in question were hired by the Township. If they were hired on the same date, the highest score on the entrance examination will determine the most senior Patrolman.

2. In the event it becomes necessary to reduce the number of Employees, layoff shall be by strict seniority with the least senior Patrolman being the first to be laid off and the most senior Patrolman being the last. Recall from layoff shall be in reverse order from that layoff. In the event that it becomes necessary to demote a Sergeant for reasons of economy, he or she shall be placed at the highest seniority level among patrolmen, irrespective of the departmental seniority which he or she possessed at the time of the demotion.

3. The Township will not hire any additional permanent Employees while there are permanent members on lay off status who are entitled to recall until it shall first offer such position to the laid-off Employee. Should the laid-off Employee refuse such position, the Township may then seek additional permanent Employees.

4. (a) An Employee who is on layoff status shall be responsible for keeping the Township advised of his/her latest home address. The Township's recall responsibility shall be considered satisfied when it notifies an Employee who is on layoff status of recall, by certified or registered mail, sent to his/her last known home address. The laid-off Employee must then notify the Township within ten (10) days of receipt of such correspondence of his/her intention and desire to return to work. Should the Employee fail to do so, he/she may be considered as having waived his/her right of recall. An Employee may also be considered having waived his/her rights of recall if no signature appears on the return-receipt card or no notification is garnered from the post office that the Employee in question lives at his/her last known home address. The Township may, within ten (10) days of such notification by the post office, consider the Employee to have waived his/her right of recall.

(b) An Employee shall lose his/her right of recall, irrespective of sub-paragraph (a), when he/she has been on layoff for a continuous period exceeding two (2) years.

ARTICLE XIX

POLICE SCHOOL AND EDUCATIONAL ENTITLEMENT

1. Employees who attend police school shall be compensated at the rate of straight time during periods of attendance. Employees who attend said school shall be compensated at the rate of straight time, or compensatory time, over forty (40) hours. If an Employee elects to attend a special seminar or schooling, other than police school, the Employee shall be paid at straight time for all hours worked above forty (40) hours. If the Township mandates an Employee to attend such specialized schools or seminars, and he/she works over forty (40) hours during that time, the Township shall reimburse said Employee for any overtime at the rate of time and one-half (1/2) his/her prevailing rate. With prior approval, expenses incurred while attending police school, including required special clothing, travel expenses, lodging, meals, or required special equipment and books, shall be reimbursed to the Employee.

2. It is understood and agreed that the approval of the Chief or his/her designee is required and necessary for police school attendance and reimbursement of expenses.

3. Notwithstanding anything contained above in this Article to the contrary, it is understood and agreed that in the event an Employee attends training which requires an overnight stay of one or more days, he/she shall be paid only for his/her regular work day and shall not receive overtime for such attendance.

ARTICLE XX

MANAGEMENT RIGHTS

1. 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, without limiting the generality of the foregoing, the following rights:

(a) Executive, management and administrative control of the Township Government and its properties, facilities and activities of its Employees who utilize personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

(b) To make rules of procedure and conduct, to improve methods and equipment, to determine work schedules and shifts, to decide the number of Employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(c) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees to require compliance with the Employees is recognized.

(d) To hire all Employees, to promote, transfer, assign or retain Employees in positions within the Township.

(e) To suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for good and proper cause according to law.

(f) To lay off Employees in the event of lack of funds.

(g) The Township reserves the right with regard to all of the conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Police Department.

2. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of conduct and practices and the 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 that such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any of the national, state, county or local laws or regulations.

ARTICLE XXI

TUITION REIMBURSEMENT/EDUCATION STIPEND

1. Employees who have attained an Associates Degree or its equivalent, or who have attained at least 66 credits shall receive an annual stipend of \$500.00; the annual stipend for those who have attained a Bachelors Degree or its equivalent, or who have attained at least 132 credits, shall be \$1,000.00.

2. In order to be eligible for tuition reimbursement and the annual stipend, the course must be part of a program leading to a Degree in Police Science, Education, Business Administration, Communication, Psychology, Sociology, Public Administration, Criminal Justice, Human Resources or related fields as approved by the Township Administrator.

3. The Township shall provide a Tuition Reimbursement Program in which Police Officers shall be reimbursed in an amount not to exceed One Hundred Twenty-Five (\$125.00) Dollars per credit with a maximum of Seven Hundred Fifty (\$750.00) Dollars per semester. All courses must be approved in advance by the Chief. In order to obtain reimbursement, a Police Officer must successfully complete such course with a grade of "C", or the equivalent, or better. The taking of such courses shall not interfere with an Officer's regular duties. There shall be no duplication of reimbursement in the event an Officer receives tuition from another source.

ARTICLE XXII

SALARIES AND PROBATIONARY EMPLOYMENT

A. Salaries for Employees covered by this Agreement shall be as set forth on **Appendix A** annexed and shall be increased by 1.75% per year on January 1 of both years of the Agreement with 2013 being retroactive except for overtime already paid. An experienced probationary Officer is one who at the time he/she is employed by the Township has at least one (1) year's prior police experience and has successfully completed a police training course which satisfies the requirements of the Police Training Act, **R.S. 52:17B-66** and following. For officers hired on or after January 1, 2013, the starting salary for new probationary officers shall be \$45,000.00 and shall be increased by \$7,000.00 each year with their yearly percentage increase. The 9th step will be an additional increase of money to equal that employee to the same scale of employees hired before January 1, 2013. The wage scales for all current and future hires are attached hereto and incorporated in this Agreement.

B. Appointment of a Patrolman to the Police Department is for a probationary period of one (1) year or less. Continuation in the service depends upon the conduct of the appointee and his/her fitness to perform his/her duties. The probationary period may be extended as provided for in **N.J.S.A. 52:17B-69**. Probationary Employees will not be entitled to the benefits of the grievance procedure, sick leave, holiday pay or vacation benefits until they become full members of the Police Department, unless approved by the Chief of Police or his/her designee.

C. If an Employee serves as the Officer in Charge (OIC) during any shift of the day when there is no patrol sergeant on duty, he/she shall receive ten (10%) percent of his/her base salary on an hourly basis (as determined by the number of hours serving as OIC), in addition to his/her regular base pay.

ARTICLE XXIII

MAINTENANCE OF WORK OPERATIONS

1. The Association hereby covenants and agrees that for the duration of this Agreement, neither the Association nor any person acting in its behalf or cause shall authorize or support any strike (*i.e.*, the concerted failure to report for duty or willful absence of any Employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walkout or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

2. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any or all such activities by any Association member shall entitle the Township to invoke any of the following alternatives:

- (a) Withdrawal of Association recognition.
- (b) Withdrawal of dues deduction privileges (if previously granted).
- (c) Such activities shall be deemed grounds for termination of employment of such Employee(s).

3. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other Employee or group of Employees of the Township and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such Judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach of the Association or its members.

ARTICLE XXIV

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and full understanding and settlement by the parties of all bargainable 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, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This Article shall be interpreted consistent with N.J.S.A. 34:13A-5.3.

ARTICLE XXV

PERSONNEL FILES

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his/her designated representative.

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

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

ARTICLE XXVII

FAIR SHARE REPRESENTATION FEE

At the option of the PBA, the Township will deduct and pay to the PBA the fair share representative fee, equal to a maximum of eighty-five (85%) percent of dues and assessments, which shall be withheld in accordance with applicable law. The PBA shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair share representation fee. The PBA will fully comply with the provisions of N.J.S.A. 34:13A-5.6.

ARTICLE XXVIII

TERM AND RENEWAL

This Agreement shall have a term from January 1, 2013 through December 31, 2014. If the parties have not executed a successor Agreement by December 31, 2014, 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 have hereunto caused this to be signed and attested by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals on this 15 day of August, 2013.

POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 170

By: [Signature]

TOWNSHIP OF CHATHAM
COUNTY OF MORRIS

By: [Signature]
Mayor

ATTEST: [Signature]

ATTEST: [Signature]

GREGORY J. LACONTE
Commission # 2369446
Notary Public, State of New Jersey
My Commission Expires
February 05, 2018