

**AGREEMENT**

Between

The

**BOROUGH OF CHESTER**

and

**THE CHESTER TOWNSHIP PBA  
LOCAL #315**

**COVERING THE TERM JANUARY 1, 2013 THRU  
DECEMBER 31, 2016**

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**PREAMBLE**

**THIS AGREEMENT**, entered into as of the First Day of July, 2013, by and between **THE BOROUGH OF CHESTER**, a municipal corporation, in the County of Morris, and the State of New Jersey, hereinafter called the "Borough",

**AND**

**CHESTER BOROUGH POLICE OFFICERS, of THE CHESTER TOWNSHIP PBA LOCAL #315** of the Borough of Chester, County of Morris, and State of New Jersey, hereinafter called the "PBA".

**ARTICLE I**  
**RECOGNITION, SCOPE AND MEMBERSHIP**

**A. RECOGNITION OF PBA:** The Borough hereby recognizes the PBA as the exclusive collective negotiations agent and representative for all fulltime patrolman and sergeants in the Borough of Chester, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law.

**B. SCOPE OF AGREEMENT:** This Agreement shall govern all wages, rights and working conditions for the Chester Borough Police Department. This Agreement does not replace the Borough of Chester Police Department Manual, which rules and regulations are independently subject to Review under the terms and conditions of the Public Employees Relation Act. Any policy not set forth in this Agreement shall be governed by the Borough Personnel & Policy Manual or applicable State and/or Federal laws then in effect. In the event of a conflict between this Agreement and any recognized past practice, and the terms of the Borough Personnel & Policy Manual, the terms of this Agreement, and any recognized past practice shall control.

C. **MEMBERSHIP OF THE PBA:** The term "Member", when used hereinafter, shall refer to all full-time Patrolmen and Sergeants represented by the PBA in the negotiating unit defined above.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

A. **NEW JERSEY AND UNITED STATES CONSTITUTIONS:** The Borough of Chester retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

B. **PREROGATIVES OF MANAGEMENT:** It is mutually understood and agreed that subject to all provisions of applicable law, the Borough of Chester retains all the prerogatives of management, including, but not limited to, the rights of hiring, suspending, disciplining, or discharging for proper cause, promotion, transferring and scheduling employees; to determine the standards of services to be offered by its agencies, or take necessary action in emergencies; to determine the standards of selection of employment; to maintain efficiency of its operations and the technology of performing its work; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; to determine the content of job classifications; and any other matter not expressly prohibited by this agreement. The listing of these prerogatives of management shall not be construed to place a limitation thereon of any other prerogatives of management, it being understood and agreed that all prerogatives of management, not expressly prohibited by this agreement, are reserved upon the Borough of Chester.

C. **LIMITATION OF MANAGEMENT:** The exercise of the foregoing powers, rights, authority, duties, prerogative and responsibilities of the borough, the adoptions of policies, rules,

regulations, and practices in furtherance thereof and the use of judgment and direction in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the laws and constitution of the State of New Jersey and the United States. Any policy not set forth in this Agreement shall be governed by the Borough Personnel Policy & Procedures Manual or applicable State and/or Federal laws then in effect. In the event of a conflict between this Agreement and any recognized past practice, and the terms of the Borough Personnel & Policy Manual, the terms of this Agreement, and any recognized past practice shall control.

**D. IMPLIED STANDARDS:** The Borough agrees that all benefits, terms and conditions of employment relating to the status of employees which benefits, terms and conditions of employment are not specifically set forth in this agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this agreement.

**E. CHIEF OF POLICE:** Unless otherwise indicated, the term "Chief" or "Chief of Police" when used hereinafter shall refer to the head of the Chester Borough Police Department, who shall be responsible for the day-to-day management of the Police Department, and report to the Borough Administrator and/or Mayor as the administrative authority of the Borough.

### **ARTICLE III** **PBA RIGHTS**

**A. OUTSIDE EMPLOYMENT:** The Borough agrees that outside employment by the Members of the PBA shall be permitted as may be regulated by Police Department Rules and Regulations, providing the activities do not interfere with the employment or duties required by the Borough for Police employment. It is recognized and acknowledged by both parties that

Members' duties as police officers for the borough have first priority and must be fulfilled without impairment from outside employment.

**B. TIME OFF FOR PBA BUSINESS:** The Borough agrees to grant time off, as provided by statute, to any Member designated by the PBA to attend County, State or National meetings or conventions, provided seventy-two (72) hours written notice is given to the Chief of the Department by the PBA. In such case, one (1) such elected statewide member may be granted time off in addition to the one (1) representative stated above.

**C. PARTICIPATION ON NEGOTIATIONS:** During collective negotiations, an authorized PBA representative shall be excused from his work duties to participate in collective negotiation sessions, which may be mutually scheduled to take place during their regularly scheduled work time, and shall suffer no loss of regular pay. Other off-duty Members may also participate in such negotiations.

**D. DISCIPLINARY PROCEEDINGS:** The Borough agrees that in the event disciplinary action is taken in the form of formal, filed charges against any Member, said Member shall be permitted to have his personal attorney, the PBA Attorney and/or the PBA President present at such formal proceedings, provided that all costs for such persons shall be borne solely by the Member and/or PBA. For the purposes of this paragraph, "Formal, Filed Charges" shall be defined as any matter which may have an impact on pay, rank, or employment status for a Member of the PBA.

#### **ARTICLE IV** **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is mutually agreed that when the Borough of Chester reviews criteria for employment within the Borough of Chester Police Department, no consideration shall be given to race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon bona

fide job requirements. PBA and Borough representatives shall work cooperatively to assume the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provision of this contract prior to seeking relief through other channels. It is understood that the PBA does not have any role in the hiring, discipline or dismissal of any employee.

## ARTICLE V

### GRIEVANCE PROCEDURE

A. **PURPOSE OF THE GRIEVANCE PROCEDURE:** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

B. **MEMBER RIGHTS:** Nothing contained herein shall be construed as limiting the right of any Member having a grievance to discuss the matter informally with the Chief of Police and having the grievance adjusted without the intervention of the PBA.

C. **DEFINITION OF GRIEVANCE:** The term "Grievance" as used herein means any controversy arising over the application or violations of any policy or administrative decision affecting the terms and conditions of this agreement and may be raised by an individual or the PBA on behalf of and at the request of any employee or group of employees.

D. **STEPS OF THE GRIEVANCE PROCEDURE:** The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this agreement and shall be followed in its entirety unless any step is waived by mutual written consent.

#### **STEP ONE-CHIEF OF POLICE:**

The moving party shall present the grievance in writing, signed by the aggrieved Member, or signed by the Majority Representative if the aggrieved is the PBA, to the Chief of Police within twenty (20) calendar days of the occurrence giving rise to the grievance for purposes of resolution. Said written notice of grievance shall specify the date and time of the event or decision being grieved, as description of the action, decision or occurrence being grieved, and the section(s) of the contract which are believed to have been violated. A copy of said grievance notification shall be filed with the Borough Administrator. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Chief of Police shall make whatever additional investigation is necessary, and shall, within ten (10) calendar days after presentation of the grievance, give his decision in writing, a copy of which shall be filed with the Borough Administrator/Clerk.

**STEP TWO – ADMINISTRATOR:**

If a grievance is not resolved at Step One, the moving party may, within twenty (20) calendar days of receipt of the answer in Step One, submit the written grievance to the Administrator, who shall, within twenty (20) calendar days of receipt of the written grievance, hold a hearing on said grievance, and thereafter within five (5) calendar days of the hearing render his decision in writing. Grieving party will be notified of date and time of hearing. Failure to conduct a timely hearing or comply with the timeframes set forth herein shall not constitute a decision on the grievance favorable to the PBA, unless set forth in the Administrator's written decision. An extension of time to hold the hearing may be requested in writing by either party. Approval/denial of the extension will be made in writing back to the requesting party.

**STEP THREE – BOROUGH MAYOR & COUNCIL:**



If a grievance is not resolved at Step Two, the moving party, within twenty (20) calendar days of receipt of the decision rendered in Step Two, may submit the written grievance to the Mayor and Council, who shall, within twenty (20) calendar days hold a hearing on said grievance and thereafter, within ten (10) calendar days of the hearing render their decision in writing. Grieving party will be notified of date and time of hearing. Failure to conduct a timely hearing or comply with the timeframes set forth herein shall not constitute a decision on the grievance favorable to the PBA, unless set forth in their written decision. An extension of time to hold the hearing may be requested in writing by either party. Approval/denial of the extension will be made in writing back to the requesting party.

**STEP FOUR – ARBITRATION:**

- A) In the event the grievance has not been resolved at Step Three, either the Borough or the PBA may, within ten (10) calendar days, request arbitration. The right to go to binding arbitration is reserved exclusively as a decision of the PBA and/or the Borough. The Arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission.
- B) 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.
- C) The cost of the services of the Arbitrator shall be borne equally between the Borough and the PBA. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

**SETTLEMENT OF THE GRIEVANCE:**

A grievance will be considered settled upon its withdrawal in writing, or when the grieving party ceases to be an employee by resignation, or when any time limit set forth above has expired for its appeal to the next step.

**ARTICLE VI**  
**COMPENSATION**

A. **SALARY:** Salaries for Members of the PBA are specified in annual amounts in a multi-step schedule. A Member's pay, however, will be that portion of the annual amount shown equal to the portion of the year employed at a step (See Salary Schedule, Attachment "A"). The applicable salary for a Member shall be known as the Base Rate of Pay.

B. **SALARY STEP PROGRESSION:** The Borough may hire a patrolman at any step in the schedule, as determined based on previous experience and education credentials. Progression through the schedule shall be sequential and progression from one step to the next shall be in according to the following conditions and procedures:

1) Progression from the entry step shall occur on the Member's anniversary date (date of hire) provided all mandated police training have been completed. It is possible that a Member may still be in his/her probationary period and yet be eligible for such step progression. However, in no case will progression be granted if required training has not been completed.

2) Progression to the next step on the schedule shall be automatic as of the Member's next anniversary date (date of hire), provided that the Member has served at least one (1) year at the current step, and unless a Member has received an "unacceptable" performance rating from the Chief of Police for the twelve (12) month period preceding the Member's anniversary date (date of hire). Except when denied, progression to the next step on the schedule shall occur on the Member's anniversary date

(date of hire each year until the final step is reached). Denial of progression to the next step, on the basis of an “unacceptable” performance rating is a decision which may be subject to arbitration by the aggrieved.

3) Since progression will not be granted in the case of a less than an “acceptable” performance rating, performance evaluations shall be based on a twelve (12) month period, as determined by the Chief of Police. New employees shall be evaluated for the portion of the period employed. Performance evaluations will be prepared by the Chief of Police. Any review of performance evaluations required by the Mayor and Council shall be completed within the time frame necessary for a determination to be made regarding step progression, as defined within this agreement.

**C. LONGEVITY INCENTIVE:** Longevity Incentive pay shall only be paid to those Members receiving same on the effective date of this Agreement, and shall be fixed with no increases in the future. Longevity Incentive Pay shall not otherwise be paid, and it is no longer a bargaining issue. It has been effectively been removed from the contract for other considerations.

**D. HOLIDAY PAY:** Holiday pay is no longer a bargaining issue and will not be re-visited in future contracts. Language was removed from the contract for other considerations.

**E. PAYDAYS:** There shall be 24 paydays a year (on the 15<sup>th</sup> and 30<sup>th</sup> or each month) wherein an amount constituting 1/24<sup>th</sup> of the annual salary to which a Member may be entitled, is paid. All pay will be at the rates applicable to period worked, not the period in which payment is made. All other Court Time or Overtime pay earned during a pay period will be paid on the following payday provided that the corresponding time sheets have been approved by the Chief of Police and submitted to the Borough Chief Financial Officer in a timely manner, in proper form, with the proper sign-off for Court Time. If a payday falls on a Saturday, pay shall be paid on the Friday before; and if a payday falls on a Sunday or a holiday when the Borough

Administrative Offices are not open, pay shall be paid on the next business day. Time sheets for the respective paydays shall be submitted on or before the 10<sup>th</sup> and 25<sup>th</sup> of the month.

F. **REPORTED BENEFITS:** For purposes of reporting to the New Jersey Division of Pensions, the following will be considered to be the regular rate of compensation:

1. the sum of the Member's Salary (Article VI, Section A, above), plus the applicable amount of Longevity (Article VI, Section B, above).
2. Annual percentage increases and hourly rate of pay for purposes of calculating overtime pay will be based solely on the Salary (Article VI, Section A, above), and any amount of Longevity (Article VI, Section B, above), or (Section VI, Section C, above).

## ARTICLE VII

### DUTY ASSIGNMENTS

A. **NORMAL WORK WEEK:** The normal workweek for all Members of the PBA shall be determined in accordance with a rotating shift schedule prepared in advance by the Chief of Police. This schedule will be based upon 2080 hours in a 365-day work cycle. A member of the PBA may change a shift with another Member to pay him his daily rate or provide equal time exchange. The Chief of Police or duty officer must be advised of the proposed schedule change.

B. **OVERTIME:** All Members of the PBA will be required to work a total of 2080 hours in a 365-day work cycle as stated above. The 2080 hours will be utilized to determine a Member's hourly rate. Overtime will be determined in the following way.

- 1) Coverage of any shift other than a scheduled shift
- 2) Incidental overtime required in connection with Police School, or to close out a scheduled shift or tour of duty.
- 3) Any call outs for breathalyzer operation, prisoner transportation, or any other officially approved activity.

Overtime will be paid at one and one half (1 ½) times the hourly rate of pay specified in the salary schedule attachment.

- 1) All overtime must be verified by the Chief.
- 2) A weekly time sheet must be completed and signed by the member and the Chief, One (1) copy is provided to the member, one (1) to the Chief, one (1) is filed with the Borough Administrator Clerk, and one (1) with the Chief Finance Officer.

Members of the PBA may request the taking of compensatory time in lieu of cash payment for overtime and the Chief of Police shall retain, in his or her sole discretion the prerogative to grant any such request.

**C. SPECIAL DUTY:** In addition to normal and overtime duty, Special Duty assignments may be necessary as follows:

- 1) From time to time, the Borough of Chester may receive a request or requests for employees to perform services for private entities, "special" traffic guard or escort services outside of normal departmental duties. The Members of the PBA may, on off shift hours, provide such services for the private entity. Such services when performed shall be in accordance with the Rules and Regulations as established by the Chief of Police and in accordance with all existing ordinances of the Borough of Chester regulating said special duty assignments.

- 2) The hourly rate of compensation for performing Special Duty shall be \$70.00 per hour, irrespective of the hourly rate of the Member performing the Special Duty. Special Duty pay shall not be included for purposes of calculating overtime, vacation, sick time or pension benefits, and shall be subject to ordinary withholding. No vacation or sick time may be used in order to perform Special Duty.

3) The appropriate scheduling officer whenever possible with a minimum of 48 hours notice shall first check with the Members of the PBA to determine which police employees are available for these services. Such services shall first be offered in the following order to the Members of the PBA: Members who are off duty, then on a rotating basis to the Detective and scheduled float officer, who are willing to use vacation or personal hours in order to accept the Special Duty. If none of the above are available and accept the Special Duty, then the same shall be offered to the management or the Chief of Police.

4) It is expressly recognized and acknowledged by the members of the PBA that past traditional services relating to the annual Fireman's Carnival, Parade and Church duties are not to be considered as special duty assignments.

5) All compensation for special duty assignment shall be paid to the members of the PBA through the Office of the Chief Finance Officer of the Borough of Chester and shall be received from time to time on the same basis that all vouchers are submitted to the Borough Council for payment.

6) If a long range (lasting in duration more than two weeks) special duty assignment becomes available, a schedule will be posted, and Members wishing to be considered for special duty may apply for same on a first come first serve basis and use vacation or personal time in order to perform the special duty. Only one Member of the Patrol Division per day shall be granted use of vacation or personal time to perform special duty.

7) In order to assure the prompt payment to Members for Special Duty, any contractor requesting more than 4 days of Special Duty shall be required to post an appropriate escrow with the Borough in an amount equivalent to \$70.00/hour for that

time period and replenish the same every two weeks as may be needed. The Chief of Police or his designee shall be responsible for collection of said escrow and delivery of same to the Borough Chief Financial Officer before the scheduling of any Special Duty. Notwithstanding the foregoing, it is agreed that the Borough will not be responsible for the payment of Special Duty pay should the escrow not be paid by the contractor or not paid with good or sufficient funds. The contractor for whom Special Duty was performed shall be solely liable for payment of Special Duty pay and not the Borough.

**D. ASSIGNMENT OF OVERTIME OR SPECIAL DUTY:** All overtime assignments and/or special duty assignments shall be assigned by the Chief of Police pursuant to a rotating scheduling list consistent of all members of the PBA.

**E. COURT DUTY:** All necessary appearances other than during normal shift shall be compensated at the member's time and one half (1 ½) rate, with a minimum of two (2) hours per court appearance.

1) Hourly compensation, when applicable, shall be for the period of time elapsed between the times the Member leaves from, and returns to, the police station. The Member shall notify the Chief or his designee before departure from the police station and upon his/her return.

2) The Member shall submit a written report as part of his/her time record setting forth the following details concerning the court appearance:

- A) Name and location of the court attended
- B) Name of the case involved
- C) Time of departure from the police station
- D) Time of arrival back at the station
- E) Total elapsed time

3) The aforesaid report shall be signed by a Clerk of the Superior Court; a municipal prosecutor or a County Assistant Prosecutor; or a municipal court judge or a Superior Court Judge indicating that a court appearance by the Member was required and shall indicate the time spent in Court. Receipt of the fully completed report by the Borough Chief Financial Officer shall be a prerequisite for payment of Court Duty.

F. **CALL IN:** Any Member called in to duty other than a scheduled work shift shall be compensated at time and one half the member's hourly rate, with a guaranteed two (2) hours minimum.

G. **CIRCLE DAY:** When a work schedule consisting of twelve (12) hour workdays, 252 hours in a six-week cycle is implemented a circle day will be given to a member to offset for the additional 12 hours worked in the cycle. Circle days are to be assigned at the reasonable discretion of the Chief of Police. Circle days will be taken during the float shift tour of duty, and on a weekday. Circle days may be taken on a weekend with approval by the Chief of Police, if not deemed a critical event weekend.

H. **TRAINING:** When a work schedule consisting of twelve (12) hour workdays is implemented the adjustment to the schedule shall be allowed to accommodate for the schedule of training for the member(s) of the department. Member(s) scheduled for training will have their scheduled shift(s) adjusted to eight (8) hour workdays to accommodate for training.

I. **FLOAT SHIFT:** When a work schedule consisting of twelve (12) hour workdays is implemented the use of a float shift is added to the schedule. The float shift is assigned as an additional shift. The float shift is a flexible shift to be adjusted to accommodate the absences in the other scheduled shifts such as; Vacation, Personal, & Sick hours used by other Members. The float shift will also be changed to accommodate training and event coverage.



**J. SCOPE OF UNDERSTANDING:** It is understood by all parties, that unless an unforeseen or emergent need arises, the Chief of Police will make every effort to present any future, non-emergent change to the work schedule to the Members of the collective bargaining unit prior to the initiation of the non-emergent schedule.

**K. LIGHT DUTY:** Recognizing that accident or injury may not allow a Member to fully return to active duty, the Parties wish to create the opportunity for Members to return to work, rather than use sick or vacation time, in a light duty capacity. The nature and scope of light duty shall be determined by the Chief of Police, based upon the needs of the Borough and limitations placed upon the Member by his or her treating physician or a physician of the Borough's choosing. Light duty shall be worked on such days and hours as determined by the Chief of Police depending solely upon the needs of the Department.

#### **ARTICLE VIII HOLIDAYS**

Holiday pay is no longer a bargaining issue and will not be re-visited in future contracts. Language was removed from the contract for other considerations.

#### **ARTICLE IX VACATION AND PERSONAL HOURS**

Vacation and personal hours are hours off from the normal work week and are covered by salary compensation. Since vacation and personal hours are intended to be a benefit giving well-needed rest from police duty, overtime or special duty are not to be scheduled. Should a special duty assignment or overtime assignment require more personnel than are available per Article VII, Section C, Subsection 3, then at the discretion of the Chief of Police he may allow an officer to use vacation or personal hours to work the assigned duty as long as it does not affect the required operation of the department.

**A. VACATION HOURS:**

1) Members shall receive vacation hours as follows:

- a) Up to one (1) year of service: Four (4) hours of vacation earned per month to a maximum of forty-eight (48) hours.
- b) After one (1) year of service: Eighty (80) hours of vacation.
- c) After three (3) years of service: One hundred twenty (120) hours of vacation.
- d) After seven (7) years of service: Members will be entitled to eight (8) hours extra vacation per year for each additional year over seven (7), up to a maximum of eighty (80) hours. In the last year (17<sup>th</sup>) an additional 4 hours adjustment will be added for a maximum two hundred and four (204) hours of vacation.

2) Vacation time shall be taken during the current year and shall not be cumulative. However, if due to municipal requirements a Member cannot take vacation during the current year, upon approval of the Chief of Police and the Borough Administrator, the Member shall be allowed to take said vacation in the following year and shall be paid for said vacation at the previous year's rate of pay.

3) For the purpose of this article, "years of service" shall be computed from each PBA member's initial date of employment. Vacation time during each calendar year shall be pro rated if necessary.

4) Vacation requests must be submitted in writing to the Chief of Police or his designated representative five (5) working days prior to the time off. When a work schedule consisting of twelve (12) hour workdays is implemented only one member per squad may be on vacation at any one time.

**B. PERSONAL HOURS:** Vacations are granted in terms of weeks, and officers are urged, but not required, to schedule them in weekly units. To provide for those occasions when personal needs call for short duration of time off and/or short notice, the personal hours benefit is provided. Personal hours and vacation hours differ in no other way. Twenty-four (24) personal hours per year are granted for each member. Under normal circumstances, requests for personal hours shall be made in writing at least seventy-two (72) hours in advance of the time taken off. When a work schedule consisting of twelve (12) hour workdays is implemented only one member per squad may be on personal time at any one time.

Personal Hours for an emergency shall be made known as soon as possible to the Chief or his designated representative. The Chief of Police or his designee shall approve or refuse such request within twenty-four (24) hours of its receipt, and the PBA member shall have the right to appeal such refusal, immediately, to the Borough Administrator.

## **ARTICLE X**

### **TRAVEL AND MEAL ALLOWANCE**

**A. TRAVEL:**

1) Members will not use their private vehicles for official purposes, nor will mileage be paid therefore, except as directed by the Chief of Police, in which case payment will be at the rate of mileage allowance as and determined from time to time by the Internal Revenue Service.

2) The distance for all mileage allowance is to be computed starting from Police Headquarters traveling to destination, and then return to Headquarters, and must be approved by the Chief of Police.

B. **MEALS:** Members of the PBA are to receive up to \$5/breakfast; \$10/lunch; and \$15/dinner while traveling on official business. Compensation shall be made upon the Member's return and presentation of vouchers and receipts.

## ARTICLE XI

### **SICK AND BEREAVEMENT LEAVE**

A. **SICK LEAVE:**

1) "Sick Leave" is defined as the absence, with pay, from duty of a member of the PBA because of injury or illness, or the attendance upon a family Member who is ill or injured. A certificate from a physician may be required as proof of the necessity of sick leaves. "Accrued Sick Leave" is defined as the total of all days of unused sick leave, which accumulate to the benefit of the PBA member from year to year. "Sick Leave Bank" refers to the total number of sick leave days available to a PBA member at any given time, including both Sick Leave and Accrued Sick Leave.

2) Members shall receive the following Sick Leave:

- a) Up to one (1) year of service: Twenty-four (24) hours per quarter, and
- b) After one (1) year of service: Ninety Six (96) hours per year.

3) All Sick Leave designated in Paragraph 2 above is cumulative.

4) During any given calendar year, a member in need of being absent with pay from duty because of injury or illness, or the attendance upon a family member who is ill or injured, shall utilize all available sick leave hours before utilizing any accrued sick hours. Each

shift missed shall be subtracted from the sick leave bank as the number of hours scheduled, irrespective of the length of the shift missed.

5) Partial shifts, where the member must leave early, shall be deducted on a per hour basis.

**B. CASH REIMBURSEMENTS OF ACCRUED SICK HOURS:**

1) Requests for Cash Reimbursements of accrued sick hours fall under one of the following two (2) categories:

- An annual request for cash reimbursement of accrued sick hours, or
- A request for cash reimbursement of accrued sick hours upon retirement or voluntary separation from employment with the Borough.

2) All requests for cash reimbursements of accrued sick hours shall be made in writing, and shall specifically identify the category of cash reimbursement being requested. No member who has submitted a written notice of retirement or voluntary separation from employment with the Borough shall thereafter be entitled to submit a request for an annual cash disbursement of accrued sick hours.

3) Each member will be required to sign a statement upon withdrawing cash from the sick leave bank acknowledging that the Member is aware of, and agrees that, the hours the Member is being paid for are no longer available either in the event of illness or upon retirement or voluntary separation from service with the Borough.

**C. ANNUAL REQUEST FOR CASH REIMBURSEMENTS OF ACCRUED SICK HOURS:**

1) As a condition of submitting an annual request for cash reimbursement of accrued sick hours:

a) Each Member will be required to maintain a minimum of two hundred forty (240) hours of accrued sick leave prior to any request for reimbursement.

b) Written requests for annual cash reimbursements of accrued sick leave shall be made during the month of December of each calendar year, by the Member to the Chief of Police, who will turn over the request to the Chief Financial Officer on or before January 15 of the following calendar year. The Borough shall provide for payment of the requested cash reimbursements of accrued sick leave, no later than May 1<sup>st</sup> of the calendar year following submittal of the request.

2) Total disbursement liability of the Borough shall not exceed \$40,000.00 for annual cash reimbursement requests in any calendar year. The total disbursement requested shall be divided by the number of Members wishing to receive payment, or as determined by the PBA.

**D. REQUEST FOR CASH REIMBURSEMENT OF ACCRUED SICK DAYS UPON RETIREMENT OR VOLUNTARY SEPARATION FROM EMPLOYMENT:**

Each Member, upon pending retirement or voluntary termination of employment for other than disciplinary reasons, shall be entitled to a cash disbursement of all accrued sick leave consistent with the Borough Personnel Policy & Procedures Manual in effect. Payment shall be made after actual retirement or voluntary termination of employment for other than disciplinary reasons.

1) After five (5) years of service, the Member shall be entitled to receive compensation for 25% of hours accrued up to a maximum of 600 hours.

2) After ten (10) years of service, if a Member submits written notice of intent for termination from employment at least ninety (90) days in advance of separation date, the Member shall be entitled to receive compensation for 50% of hours accrued up to a maximum of 600 hours. If written notice of intent for separation from employment is received less than one (1) year in advance of separation date, the Members shall be entitled to receive compensation for 25% of hours accrued up to a maximum of 600 hours.

3). After fifteen (15) years of service, if a Member submits written notice of intent for termination from employment at least ninety (90) days in advance of separation date, the Member shall be entitled to receive compensation for 50% of hours accrued up to a maximum of 600 hours. If written notice of intent for separation from employment is received less than one (1) year in advance of separation date; the Member shall be entitled to receive compensation for 75% of hours accrued up to a maximum of 600 hours.

4) After twenty (20) years of service and/or upon service retirement, as that defined by the New Jersey Public Employee Benefit Manual of the State of New Jersey Division of Pensions, if a member submits written notice of intent for termination from employment at least one (1) year in advance of separation date, the member shall be entitled to receive compensation for 75% of hours accrued up to a maximum of 600 hours.

5) Please note that as per P.L. 2007 Chapter 92, the State of New Jersey has capped the amount of payment for accrued sick time upon retirement for all employees to \$15,000.

**E. ADDITIONAL SICK LEAVE:** In the event that a member must undergo hospitalization for major illness, and/or recuperation from a major illness, which requires the member to miss more than ten (10) consecutive working days, and if the said member has exhausted his existing sick leave bank, the said member shall be entitled to receive additional sick leave in the amount of twenty four (24) hours per year of service. A doctor's certification shall be required to establish eligibility for the additional sick leave described herein. Said additional sick leave is not cumulative, and may under no circumstances become accrued sick leave for the member.

**F. BEREAVEMENT LEAVE:**

1) In the case of death in the immediate family, a member shall be granted up to sixty (60) hours of Bereavement Leave. "Immediate family" shall be defined as the member's Spouse, Civil Union Partner, Child, Stepchild, Parent, Brother or Sister.

2) Twenty-four (24) hours of Bereavement Leave shall be granted in case of death of any of the following family members: Grandparents, Father-in-Law, Mother-in-Law, Brother-in-Law, or Sister-in-Law by marriage or civil union.

3) A maximum of one (1) scheduled work shift of Bereavement Leave shall be granted in case of death of any other person related by blood, marriage, or civil union.

4) If any individual described in paragraphs (2) and (3) above resided at the time of their death in the same residence as the Member, each employee shall be granted a maximum of sixty (60) hours Bereavement Leave as described in paragraph (1).

**ARTICLE XII**

**WORK INCURRED INJURIES**



For the purpose of this Article, injury incurred while the member is acting in any employer-authorized activity shall be considered “in the line of duty”. A full-time member who sustains an injury as defined above which results in said member becoming temporarily disabled as same is defined by the Worker’s Compensation Laws of the State of New Jersey, shall, during the time of temporary disability, be entitled to receive weekly compensation benefits in the amount equal to the member’s weekly salary, less regular social security, pension, Federal and State Unemployment withholding deductions, and the amount of temporary disability benefits received under Worker’s Compensation laws of the State of New Jersey. The compensation benefits provided for herein shall not exceed a period of twelve (12) months for any disability occurring out of the same accident, provided, however, if said disability as herein defined continues for a period in excess of twelve (12) months the members shall be entitled, for a period not to exceed an additional twelve (12) months, to receive compensation equal to eighty (80%) percent of the member’s gross weekly salary less the deductions referred to above.

The compensation benefit described herein shall cease:

- Upon the officer’s return to work, or the date he is required to return to work, under the Worker’s Compensation Laws of the State of New Jersey, or
- Temporary disability benefits cease under the Worker’s Compensation Laws of the State of New Jersey, or
- As of the date of a Permanent Partial Disability award under the Worker’s Compensation laws of the State of New Jersey, which ever shall first occur. The Borough shall have the right to have the Member examined by a doctor of its choice, to ascertain the member’s ability to return of work.

## ARTICLE XIII

### ADDITIONAL BENEFITS

A. **HEALTH BENEFITS:** The Borough shall provide the following benefits:

(1.) HEALTH INSURANCE. Insurance shall be provided through the New Jersey State Health Benefits Program. The selection of the designated plan or plans shall be made by the Borough at the next regularly scheduled meeting of the Mayor and Council following the Borough's receipt of the cost information, and the Members shall be notified promptly thereafter. The participating Members shall be required to contribute to the cost of said benefit as prescribed by the State of New Jersey.

(2.) DENTAL COVERAGE. The Borough may provide dental insurance coverage from a plan selected and designated by the Borough, any such coverage shall be offered to all Borough employees, including Members of the PBA, on the basis of a 50% contribution by the employee/Member to the cost of the premium for such coverage. Participation is voluntary and is only available to the employee/Member and not its dependants.

(3.) OPTIONAL COVERAGE. In the event that any Member entitled to health insurance benefits under subsection (1.) above, wishes to decline such health insurance coverage, such Member shall be entitled to the maximum remuneration as may be prescribed the State of New Jersey, pro rated based upon date of hire or when coverage is declined.

B. **PENSION:** The Borough shall continue to contribute to the Police and Fireman's Retirement System in the amount equal to that required by Statute.

C. **CLOTHING ALLOWANCE:** Each Member shall receive a clothing allowance of \$850.00 per year. Purchases shall be by Borough Purchase Order or Voucher. The Clothing Allowance shall be used to purchase and replace uniforms and designed equipment (listed on

Attachment B, as amended from time to time by Agreement of the Parties) necessary for the Member to perform the duties required of Members. Said clothing allowance shall be used for no other purpose.

**D. CLOTHING MAINTENANCE:** The Borough shall provide a clothing maintenance service for all PBA members, to be used for maintenance of Member's regular working attire.

**E. FALSE ARREST:** The Borough shall provide full insurance to cover any claim of false arrest, both inside and outside the Borough of Chester.

**F. POLICE TRAINING SCHOOL MEAL ALLOWANCE:** While a member is attending a required police training school, the member shall receive an allowance of \$5/breakfast; \$10/lunch; and \$15/dinner per day to defray the cost of meals, provided that the member is required to remain overnight and/or that the meals are not provided in the fees paid by the Borough for attendance at said school.

**G. UNIFORM REPLACEMENT:** The Borough of Chester shall replace any uniform, which destroyed in the line of duty. This replacement shall be in addition to normal allowances.

**H. WORK RELATED TELEPHONE CALLS:** The cost of telephone calls involving required police business, which must be made via a member's personal telephone, shall be charged to the telephone at Police Headquarters.

**I. WEAPONS:** The Borough agrees to provide all Members with on-off duty weapons as chosen by the PBA, and approved by the Chief of Police. Weapons shall remain, at all times, the property of the Borough of Chester. Members may also use personal weapons for off-duty

times, providing that said weapons are registered with the Borough of Chester, the Member qualified with said weapon, and the Member furnishes the necessary ammunition.

**J. DISABILITY:** The Borough will provide coverage under the New Jersey State Disability Laws.

**K. DETECTIVE:** The title and position of Detective will be maintained in the appropriate Borough Ordinance and, if said title and position is held by a member of the PBA, a stipend of \$750 will be provided for fulfilling the duties of said position. The stipend will be paid at the end of the Benefit Year, and may be pro rated based upon the time of service in the position. Regular working hours of a Detective shall be 40 hours per week over the course of five (5) days (Monday through Friday), irrespective of the regular shift of other Members.

**L. DARE OFFICER:** The Member of the PBA, who represents the Borough in the Chester School System to instruct the D.A.R.E. program, will be compensated through compensatory time at a rate of one and one half ( 1 1/2 ) hours for each hour worked. This compensatory time may be taken at the choice of the member so long as the time requested does not create an overtime situation in scheduling. Any time earned after November 15<sup>th</sup> of any year will be paid to the member in the form of overtime based on the member's hourly rate of pay, and will be paid as a part of the December overtime payment to the member.

#### ARTICLE XIV

#### COLLEGE REIMBURSEMENT

Members of the PBA shall be entitled to college and higher education tuition reimbursement upon the following terms and conditions:

1) All such college courses shall be taken at an accredited college towards a degree in Law Enforcement, Criminal Justice or degree associated with Law Enforcement while employed by the Borough.

2) A course outline of the Law Enforcement Degree shall be submitted to the Chief of Police. The member taking the course will need the course approval form filled out and approved by the Chief, said form to be maintained on file in the Chief's office.

3) All compensation for college courses shall be paid at one hundred (100%) percent for actual tuition costs for said course or courses not to exceed 128 credit hours, including the cost of all necessary books. Reimbursement shall not exceed the costs and expense of those incurred if the Member had enrolled in Rutgers University. Same shall be paid to the employee upon successful completion of said course in the following manner: 100% of a course costs and expenses if the Member attains a final course grade of "B" or better; 75% of a course cost and expenses if a final course grade of "C+" 50% of a course costs and expenses if a final course grade of "C" is attained; and no reimbursement for any final course grade below a "C".

## ARTICLE XV

### HOSPITALIZATION AFTER DISABILITY

A. Any member forced to retire due to a disability incurred in the line of duty shall be entitled to hospitalization benefits to the same extent that benefits are provided in standard Policy of the Borough for active employees.

B. This coverage shall continue during the lifetime of the disabled officer and his/her spouse under the family plan, but shall terminate as to the spouse upon remarriage after his/her death or divorce.

## **ARTICLE XVI**

### **COMMUNICATIONS**

In order to facilitate prompt communication between the Chief of Police and Members, and the Borough and Members, all Members have been assigned e-mail accounts by the Borough internet provider and physical mail slots or boxes located within the Police Department. It is the duty and obligation of each Member to set-up the assigned e-mail accounts, maintain the same, and monitor communications received on a daily basis, irrespective of work schedule. Any malfunction with the e-mail account requiring technical assistance shall be promptly reported to the Chief of Police and Borough Administrator. It is the duty and obligation of each Member to review the contents of the assigned mail slots or boxes at the beginning and end of every day worked. Written communication whenever possible will be by e-mail and with delivery of a hard copy to assure receipt by the intended recipient.

## **ARTICLE XVII**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any State Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the NJSA 34:13A-1, et seq. however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be effected thereby.

### **ARTICLE XVIII**

#### **FULL BARGAINED PROVISIONS AND FUTURE NEGOTIATIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term 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 of the parties at the time they negotiated or signed the Agreement.

B. If October 1<sup>st</sup> of the last year of this contract the parties mutually agree that its terms shall be extended for an additional year only; the rates of compensation specific in Article VI shall be negotiated for the additional year. A new page to be added to Attachment A will be agreed upon to formalize the extension.

### **ARTICLE XIX**

#### **DURATION**

The terms of this Agreement shall be for the period commencing January 1, 2013 and ending December 31, 2016.

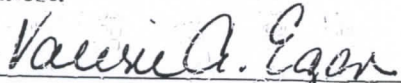
**IN WITNESS WHEREOF**, the Borough of Chester has caused this Agreement to be executed on its behalf and its official seal to be affixed by its Clerk thereunto duly authorized, and the Chester Borough Police Officers, of the Chester Township PBA Local #315 has caused this Agreement to be executed by its duly designated representatives

**DATED:** 8/2/2013

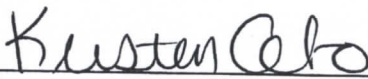
**THE BOROUGH OF CHESTER**

  
\_\_\_\_\_  
Robert L. Davis, MAYOR

Attest:

  
\_\_\_\_\_  
Valerie A. Egan, Administrator/ Clerk

**CHESTER BOROUGH POLICE OFFICERS  
OF THE CHESTER TOWNSHIP PBA LOCAL  
#315**

  
\_\_\_\_\_  
Kristen Cebo, PBA Negotiator

  
\_\_\_\_\_  
Ryan Durkin, PBA Negotiator



**ATTACHMENT "A"**

**SALARY GUIDE**

	2013	2014	2015	2016	By Member	By Member
	Salary	Salary	Salary	Salary	7/1/13	11/1/13
<b>Start</b>	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00		
<b>Step 1</b>	\$48,025.00	\$48,025.00	\$48,025.00	\$48,025.00		
<b>Step 2</b>	\$52,050.00	\$52,050.00	\$52,050.00	\$52,050.00	Hardy	Capone
<b>Step 3</b>	\$56,075.00	\$56,075.00	\$56,075.00	\$56,075.00		
<b>Step 4</b>	\$60,100.00	\$60,100.00	\$60,100.00	\$60,100.00	Horst	
<b>Step 5</b>	\$64,125.00	\$64,125.00	\$64,125.00	\$64,125.00		
<b>Step 6</b>	\$68,150.00	\$68,150.00	\$68,150.00	\$68,150.00		
<b>Step 7</b>	\$72,175.00	\$72,175.00	\$72,175.00	\$72,175.00		
<b>Step 8</b>	\$76,200.00	\$76,200.00	\$76,200.00	\$76,200.00		
<b>Step 9</b>	\$80,225.00	\$80,225.00	\$80,225.00	\$80,225.00	Durkin, Cebo	
<b>Step 10</b>	\$84,250.00	\$84,250.00	\$84,250.00	\$84,250.00		
<b>Step 11</b>	\$88,275.00	\$88,275.00	\$88,275.00	\$88,275.00		
<b>Step 12</b>	\$92,804.00	\$92,804.00	\$92,804.00	\$92,804.00		
<b>Sergeant</b>	\$101,635.28	\$101,635.28	\$101,635.28	\$101,635.28		

