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CHESTER TOWNSHIP
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CHESTER TOWNSHIP POLICE SUPERIOR OFFICERS ASSOCIATION 2
1995 CONTRACT

THIS AGREEMENT, dated this _____ day of _____ 1996 by and between the Township of Chester, County of Morris, State of New Jersey, (hereinafter called the Township) and the Chester Township Police Superior Officers Association (hereinafter called Superior Officers) represents the complete and final understanding on all bargainable issues between the Township and the Superior Officers.

This agreement shall be for the period commencing January 1, 1995 and ending December 31, 1995. The terms of this agreement shall be retroactive to January 1, 1995.

The Township hereby recognizes the Superior Officers as the sole and exclusive negotiating unit for all police officers in the Chester Township Police Department above the rank of Sergeant, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law.

This agreement shall govern all wages, rights, and, working conditions of the Chester Township Police Department Superior Officers.

Curtis York _____
Lieutenant

Craig W. Young _____
Lieutenant

Kenneth Caro _____
Mayor, The Township of Chester

Loretta Skinner _____
Administrator, Township of Chester

SECTION 1. SUPERIOR OFFICERS NEGOTIATING COMMITTEE

The present members are: Lieutenant Curtis York
Lieutenant Craig W. Young

SECTION 2. REASONABLE NEGOTIATION SCHEDULE

Negotiations between the Township of Chester Negotiation Committee and the Chester Township Police Superior Officers Association Negotiating Committee shall be conducted at times when all members of the respective committees can be present.

SECTION 3. SICK LEAVE

Sick leave is defined as the absence (with pay) from duty of an officer 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 leave.

Sick leave shall accrue as follows:

- A. During the calendar year of initial employment, one (1) sick leave day shall accrue for every five (5) weeks of employment.
- B. For each year after the initial year of employment, sick leave shall be earned at a rate of one (1) sick day per month or a total of twelve (12) days for the year.
- C. For the purpose of cash reimbursement of accumulated sick leave days, each sick leave day shall carry with it a dollar value equivalent to eight (8) hours of standard time hours at the rate of pay the officer is receiving upon his retirement or voluntarily termination of employment.
- D. In the event of the death of an officer prior to retirement, all of his accumulated sick leave shall be payable to the officers designated beneficiary at his regular rate of pay at the time of his death.
- E. Each shift missed shall be subtracted from the accrued sick leave as one (1) day, irrespective of the length of the shift missed.
- F. Partial shifts, where the officer leaves early, shall be deducted on a per hour basis.
- G. Unused sick leave shall be accumulated indefinitely.
- H. Each officer, upon retirement or voluntary termination, for other than disciplinary reasons, shall be entitled to a cash disbursement of all remaining sick leave based on the following scale:

After five years service	-	25% of days accrued
After ten years service	-	50% of days accrued
After fifteen years service	-	75% of days accrued
After twenty years service	-	100% of days accrued

- I. In the event that any officer shall become injured, ill or disabled from any cause arising out of and in the course of his or her service as an employee, which causes that employee to become physically unfit for duty, then the employee shall be entitled to leave of absence for a period of up to but not including one (1) year, during which time the Township will pay the employee the difference between such amount as he shall receive for temporary benefits under New Jersey Worker's Compensation Laws and the employee's regular salary. The duration of such claimed disability shall be evidenced by certificates of a physician designated by the Council.

SECTION 4. HOLIDAYS

Superior Officers shall receive thirteen (13) paid days off. A list of approved holidays to be provided annually by the mayor and Township council and subject to change with the stipulation that the following nine (9) holidays be always included:

- New Years Day
- President's day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

SECTION 5. VACATIONS

Scheduling of vacations shall be pursuant to procedures established by the department head. insofar as possible, attempts will be made to honor requested dates. The following annual leaves, with pay, are provided

After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 15 years	5 weeks
After 20 years	6 weeks

In any calendar year in which a vacation or any part thereof is not granted for reasons of the pressures of business, such vacation not granted shall accumulate and be granted during the next succeeding year only. A vacation leave which an employee does not take on his own volition shall not accumulate.

SECTION 6. BEREAVEMENT LEAVE

Superior Officers will be entitled to bereavement leave in accordance with the following:

- A. Death of father, mother, grandmother, grandfather, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, or any relative living in the household with the member - inclusive from the day of death to the day after the burial.
- B. Death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree not living in the member's household, or grandparents of spouse. Day of burial only.
- C. Exceptions to this rule will be made when the deceased is buried in another city and the member would be unable to return to duty with the leave granted.

The Chief of Police shall also have authority to grant special consideration in unusual cases not covered by the above.

SECTION 7. GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable settlement to problems which may arise affecting this agreement or any working condition.
2. Nothing contained herein shall be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate member of the department, and having the grievance adjusted without the introduction of the association

B. Definition

The term "grievance" as used herein means any complaint, difference, or dispute between the officer with respect to the interpretation, application, or violation of any of the provisions of this agreement or any applicable rule, regulation, agreement, or administrative decision affecting any officer(s) covered by the agreement.

C. Steps of the Grievance Procedure

The following constitutes 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 officer shall institute action under the provisions in writing to his immediate superior for the purpose of solving the matter informally.

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- 2) The immediate superior shall render a written decision within three (3) calendar days after receipt of the grievance.
- 3) If the superior is not available, the grievant shall be automatically referred to step two of the grievance procedure as outlined.

STEP TWO:

In the event that no immediate superiors are in existence at the time of the grievance, or the grievance is not settled in step one, the grievance shall be submitted in writing to the Chief of Police. The Chief, or his designee, shall render a decision in writing within five (5) calendar days after the grievance is presented to him.

STEP THREE:

If the aggrieved wishes to appeal the decision of the Chief, or his designee, the grievance shall be presented to the Township governing body, or delegated representatives, within seven (7) calendar days from the date of the Chief's or his designee's decision. The Township Council or their designated representatives, shall present a decision in writing within fourteen (14) days after the receipt of the written grievance.

STEP FOUR:

Arbitration

- 1) If the grievance is not settled after steps one, two or three, either party may refer the matter to the New Jersey Public Employees Relations Commission within fifteen (15) calendar days after the determination of the Township Committee or its designee. An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employees Relations Committee.
- 2) The arbitrator shall be bound by 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 the agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding on all parties to this agreement. However, this decision shall not be considered a precedent for future interpretation of the provisions of this agreement.
- 3) The cost of 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.

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- 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 Officer/Association prior to the commencement of the arbitration.
- 5) Either the Township or an officer may waive any step of the grievance procedure but said waiver can only be done in writing and with consent of the other party in question.
- 6) The time limits set herein shall be strictly adhered to. If any grievance is not processed to the next step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the proceeding step will 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 will be deemed to have been concluded in favor of the officer. Nothing herein shall prevent the parties involved from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.
- 7) Officers covered by the agreement shall have the right to process their own grievance without a representative.
- 8) A group grievance or more than one (1) officer shall be signed by each aggrieved officer.
- 9) The Township shall permit one (1) representative of the Association and the grievant, or a representative of the grievant, to attend grievance conferences and hearings at no loss of regular straight time pay. Meetings and hearings will be scheduled at mutually agreeable times.
- 10) It is agreed between the parties that no arbitration shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the officers governing body or its representative on the grievance.

SECTION 8. OUTSIDE EMPLOYMENT

The Township agrees that outside employment shall be permitted providing the activities do not interfere with the employment of duties required by the Township. It is recognized and acknowledged by both parties that their duties as police officers for the Township have first priority and must be fulfilled without impairment from outside employment. All outside employment shall be approved by the Chief of Police.

SECTION 9. RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which the officers have heretofore enjoyed and are presently enjoying, shall be maintained and continued by the employer during the term of this agreement at the highest standards in effect at the commencement of these negotiations. The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this agreement and shall be incorporated in this agreement as if set forth within at length.

SECTION 10. CLOTHING ALLOWANCE

All full time officers shall receive, for the purpose of purchasing uniforms and related police items used in the daily performance of their duties, the following amounts;

1995 - \$800

The Chief of Police shall submit a voucher for payment to each individual officer in March of each year.

SECTION 11. UNIFORM MAINTENANCE

Uniform maintenance allowance in the amount of three hundred and fifty dollars (\$350) per year shall be paid to each employee for cleaning and maintenance.

SECTION 12. COLLEGE CREDITS

Upon successful completion, all full time officers shall be reimbursed for tuition and books for a degree related to law enforcement. The Township will provide reimbursement for one (1) Bachelors degree. Tuition for eligible courses would be reimbursed at a rate not to exceed that of Rutgers, the state College in the year in which the course was taken. Successful completion is defined as receiving a grade of "C" or better in a conventional letter grading system, or its equivalent. Upon successful completion of the course, appropriate documentation shall be made to the Chief of Police. This documentation shall include a copy of the bill for tuition and related fees, and receipts for books necessary for the completion of the course. Proof of satisfactory completion is required. The Chief of Police will then have a voucher prepared and recommend payment. Payment shall be made within one month of submission of a voucher.

SECTION 13. REIMBURSEMENT OF EXPENSES

All officers shall be reimbursed at the rate of 20 cents per mile for use of their personal automobiles when engaged in Township business. Other reasonable "out of pocket" expenses necessitated by police business will be reimbursed for assignments involving:

- A. Travel outside the Township of Chester of more than four (4) hours duration.
- B. Overtime situations within the Township of Chester involving more than eleven (11) hours of continuous duty.

SECTION 14. PHYSICALS

Each officer shall receive a complete physical examination annually. The Township will appoint the examining physician, and the results will be sent to the Police Committee.

SECTION 15. INSURANCE

Insurance shall be through the New Jersey Health Benefits Plan.

Upon retirement of all full time police personnel, the Township shall maintain medical insurance coverage for the retiree and all eligible dependents. Medical coverage shall be the same as that received by the full time police personnel and shall remain in effect indefinitely. This is in accordance with the resolution adopted by the Chester Township Council on October 5, 1981 acknowledging the provisions of Chapter 88, Public Laws of 1974.

SECTION 16. DENTAL INSURANCE

The Township will provide dental insurance through Grinspec as outlined by the company representative.

SECTION 17. LONGEVITY

Officers shall be granted longevity pay based on their years of service. This will be paid semi-monthly beginning on the first month of their anniversary date in the following annual amounts;

4-8	years	\$400/year
9-12	years	\$600/year
13-16	years	\$1500/year
17-20	years	\$1800/year
21 and over		\$2000/year

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SECTION 18. SALARIES

1995 - \$62,580.00 (4.3% increase)