

CONTRACT

Between

The Chester Township Police

and

The Township of Chester

for years

2014

2015

2016

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December 16, 2013

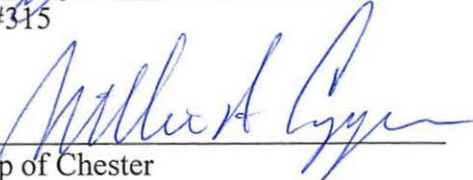
THIS AGREEMENT, dated this 16th day of December 2013, by and between the Township of Chester, County of Morris, State of New Jersey, (hereinafter called the Township) and the Chester Township Police PBA Local #315 Incorporated, (hereinafter called Police Officers) representing the complete and final understanding on all bargainable issues between the Township and the Police Officers.

This agreement shall be for the period commencing January 1, 2014 and ending December 31, 2016.

The Township hereby recognizes the Police Officers as the sole and exclusive negotiating unit for all police officers in the Chester Township Police Department below the rank of Lieutenant, 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.

Brian Gill 
President, PBA #315

William Cogger 
Mayor, Township of Chester

Carol Iseman 
Administrator, Township of Chester

Section 1. Police Benevolent Association Negotiating Committee

The 2014 members are: Sgt. Ronald Totams
Cpl. Anthony DaCunza
Ptl. Brian Gill
Ptl. Stephen Notte

Section 2. Reasonable Negotiation Schedule

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

Section 3. Members to be Present at Negotiations

All members of the Chester Township Police Department below the rank of Lieutenant, except those specifically excluded by State Regulations, shall be entitled to be present during contract negotiations.

Section 4. Sick Leave

A. Sick Leave is defined as the absence (with pay) from duty of an officer or employee 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.

B. Time available for sick leave shall accrue as follows:

1. During the calendar year of initial employment, one (1) 8 hour day for every five (5) weeks of employment, regardless of actual number of hours worked per day
2. For each year after the initial year of employment, one (1) 8 hour day per month for a total of twelve (12) days for the year regardless of actual number of hours worked per day.

Section 4. Sick Leave – Cont'd

C. Accrued sick leave:

1. Time available for sick leave, but not taken as sick leave, shall be called “accrued sick leave” and may be carried over from year to year, or may be paid out as cash pursuant to this Section 4. Each day of accrued sick leave shall carry with it a dollar value equivalent to eight (8) hours of standard time hours at the rate of pay at which it was earned.

2. Accrued sick leave shall be computed as the total number of days available for sick leave over the entire tenure of a Chester Township Police Officer, less any sick leave taken during the officer’s tenure.

D. Sick leave will be available as follows:

1. Sick leave shall be subtracted from accrued sick leave, beginning with the most recently accrued sick time and working in reverse order, as needed.

2. Each shift missed shall be subtracted from the accrued sick leave as one (1) 8 hour day, regardless of the length of the shift missed.

3. Partial shifts, where the officer leaves early, shall be deducted on a per hour basis.

E. Officers hired prior to May 21, 2010 in good standing may request a cash disbursement of accrued sick leave as follows:

1. Officers will be required to maintain a minimum of thirty (30) days of accrued sick leave prior to any requests for disbursement.

2. Written requests for cash disbursements shall be made by the officer to the P.B.A. President, who will turn over the requests to the Police Committee January 31st of each year.

Section 4. Sick Leave – Cont'd

3. Total disbursement liability to the Township shall not exceed \$40,000 in any one year.
 4. The total disbursement will be divided by the number of officers wishing to receive payment or as determined by the P.B.A.
 5. An accounting of the time each officer has accumulated as of the signing of this contract will be attached. The number of days will be verified and initialed by the officer, the chief of police and the treasurer. (See Appendix B)
 6. Each officer will be required to sign a statement upon withdrawing cash from his accrued sick leave acknowledging that he or she is aware the days he or she is being paid for are no longer available for any reason. Payment for eligible sick time shall be made no later than the 2nd pay period of April of the subsequent year following the request.
- F. Each officer hired prior to May 21, 2010 in good standing, upon retirement or voluntary termination, for other than disciplinary reasons, shall be entitled to a cash disbursement of all accrued sick leave earned over the course of employment, as follows:
1. After ten (10) years service - 50% of days accrued
After fifteen (15) years service - 75% of days accrued
After twenty (20) years service - 100% of days accrued
 2. If a member who retires or voluntarily leaves the force, has over the course of his employment, been paid cash disbursements pursuant to Section 4, Paragraph E which amount to more than he or she is entitled pursuant to this paragraph F, he or she shall reimburse the Township for any such overpayment within 90 days unless otherwise agreed upon by the officer and the Mayor and Township Council. The Township is hereby authorized to utilize any amounts held on behalf of such officer to satisfy this obligation, and any amount due over and above funds held by the Township shall be a debt payable by the member to the Township.

Section 4. Sick Leave – Cont'd

G. For each officer hired after May 21, 2010, payment of accumulated sick time shall be upon retirement through the NJ Police and Firemen's Retirement System, as set forth in Section F, Subsection 1 above, up to a maximum as per N.J.S.A. 40A:9-10.4.

H. Any officer terminated for cause or otherwise not in good standing, shall forfeit all rights pursuant to this Section 4 and shall reimburse the Township for all cash disbursements made which amount to more than he or she is entitled pursuant to this Section 4 as described in Paragraph F.2 within 90 days unless otherwise agreed upon by the officer and the Mayor and Township Council.

I. In the event that any full time officer in good standing shall be 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 a leave of absence for a period of up to but not exceeding one (1) year, during which time the Township will pay the employee the difference between such amount as he or she shall receive for temporary benefits under New Jersey Workers' Compensation Laws and the employee's regular salary. The duration of any such claimed disability shall be evidenced by certificates of a physician designated by the Council. The duration of any such claimed disability shall be evidenced by certificates of a physician designated by the Council. (For reference only, see "Sick Leave" section in the Township Policies and Procedures)

J. In the event that an officer in good standing dies prior to retirement, any amounts to which the officer is entitled pursuant to this Section 4 shall be paid to said officer's designated beneficiary on record with the Township.

K. An officer that is not able to work due to illness or injury (on or off duty) shall be required to provide proof of their ability to return to full duty to the Chief of Police at his discretion. A fitness for duty evaluation, to be paid for by the Township, may be ordered by the Chief at his discretion. The physician conducting the examination shall be selected at the Township's discretion and the results will be given to the Chief and kept strictly confidential as required by law.

Section 5. Vacations

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

From the date of hire until December 31st of the first year of employment by Chester Township, Officers will be awarded four (4) hours per month to be used as vacation time.

On January 1st of the first complete year of employment following the year in which the Officer was hired, the following schedule shall apply;

Years 1-5	80 hours
Years 6-10	120 hours
Years 11-15	160 hours
Years 16 – Retirement	200 hours

In any year in which a vacation or any part thereof is not granted for reasons of the pressures of business, or illness, such vacation not granted shall accumulate and be granted during the next succeeding year only. A vacation leave which an employee does not take of his own volition shall not accumulate (except with the permission of the chief). Vacations need not be taken in consecutive weeks/days if the time requested fits the duty roster.

Section 6. Bereavement Leave

All members will be entitled to bereavement leave in accordance with the following;

A. Death in family:

1. 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.
2. 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 will be the day of burial only.

Section 6. Bereavement Leave – Cont'd

3. Exceptions to this rule will be made when the deceased is buried in another city or state 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 employee 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 the employee may have 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 employee(s) covered by the Agreement.

Section 7. Grievance Procedure – Cont'd

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 employee shall institute action under this provision in writing to his immediate supervisor following the chain of command for the purpose of resolving the matter informally within fourteen (14) calendar days of occurrence of the grievance. Failure to act within said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.
2. The immediate supervisor shall render a written decision within ten (10) calendar days after receipt of the grievance.
3. If the immediate supervisor 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 supervisors 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 or his or her designee. The Chief, or his/her designee, shall render a decision in writing within ten (10) calendar days after the grievance is presented to him or her.

Section 7. Grievance Procedure – Cont'd

Step Three:

If the aggrieved wishes to appeal the decision of the Chief, or his designee, the aggrieved shall so notify the Council appointed Police Committee Chair, in writing within 7 calendar days of receipt of the decision of the Chief, or his designee. Within 7 calendar days of receipt of said written notification, the Police Committee shall convene to hear the grievance, as presented by the aggrieved and the Chief, or his/her designee, and issue a decision in writing within 14 calendar days of such hearing.

Step Four: Arbitration

1. If the grievance is not settled after steps one, two and/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 Council 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 the provisions of this Agreement and restricted to the application of the facts presented to him or her 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, except as provided by law. 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.

Section 7. Grievance Procedure – Cont'd

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 employee/Association prior to the commencement of the arbitration.
5. Either the Township or an employee may waive any step of the grievance procedure but said waiver can only be done in writing and with the 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 succeeding 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 employee. 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. Employees covered by the Agreement shall have the right to process their own grievance without a representative.
8. A group grievance of more than one (1) employee shall be signed by each aggrieved employee.

Section 7. Grievance Procedure – Cont’d

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 employee’s governing body or its representative on the grievance.

Section 8. Schedule Changes

Shift changes may be made on regular working days. Notice of said changes shall be provided to the Chief of Police or designated scheduling officer at least forty eight (48) hours prior to said change, except in the case of an emergency. The officer shall be responsible for providing equal time exchange to the officer with whom the change was made. Patrolmen will not be permitted to change shifts with supervisors. No double shifts will be permitted without approval of the Chief of Police.

Section 9. Acting Shift Commander

Any police officer, under the rank of Corporal, acting in the capacity of Shift Commander shall be paid at his normal rate of pay, unless the assignment is for a period exceeding three (3) shifts in the course of the contract year. In the event said assignment exceeds three (3) shift periods, they shall be paid at the rate of pay equal to a Corporal. The shift differential shall be retroactive to the date of commencement of the assignments and shall be made no later than the 2nd pay period of April of the subsequent year.

Section 10. Reimbursement for Education Expense

A. Chester Township will reimburse any full time officer in good standing for up to 6 credits (or 2 courses) per semester up to a total of 120 such credits, taken in pursuit of a Bachelors Degree at a New Jersey accredited college or university in an area related to law enforcement subject to approval by the Chief and the Police Chair provided that:

Section 10. Reimbursement for Education Expense

1. The per credit cost, arrived at by dividing the total cost of tuition by the total number of courses taken during the calendar year, is equal to or less than the per credit cost of Rutgers, the State University;

2. The officer successfully completes the course(s) with the equivalent of a C or better and provides to the Chief of Police proof of same, within 30 days of course completion along with receipts for tuition;

3. The officer enrolls in and completes the course(s) while employed as a Chester Township police officer. After receipt and approval of proofs, the Chief of Police will have a voucher prepared and submitted to the Police Committee Chair who will verify the request and supporting documentation and forward the verified voucher to the CFO for payment.

4. The officer will have the option of having the class(es) paid for, up front, by the Township with the following stipulation:

The officer will reimburse the Township 0% of the cost if he or she receives an A or B per course;

The officer will reimburse the Township 10% of the cost if he or she receives a C per course;

The officer will reimburse the Township 100% of the cost if he or she receives a D or lower per course;

Any reimbursement owed to the Township shall be paid back within six (6) months of the completion of the course. The Township will have the right to deduct the reimbursement from the employee's paycheck.

Section 10. Reimbursement for Education Expense – Cont'd

All officers shall enjoy the same benefits as described in the paragraph above, however, with the additional requirement that such officer must remain employed by Chester Township as a police officer for at least 5 years after any payment has been made by the Township pursuant to the paragraph above. In the event that said officer leaves for any reason before this 5 year period has elapsed, the officer shall reimburse the Township for any and all payments made to him or her under this Section 10. Reimbursement to the Township shall first come from any funds held by the Township on behalf of the officer, including, but not limited to, any accrued time (i.e. Accrued Sick Time, Overtime), which the Township is hereby authorized to utilize as offset, and then from payments made directly from the officer to the Township.

B. The Township will reimburse any full time officer in good standing for 100% of tuition at a rate not to exceed the per credit cost of Rutgers, the State University for up to 6 credits per semester of Masters level courses up to a total of 36 such credits, taken in pursuit of a Masters Degree at a New Jersey accredited college or university in an area related to law enforcement subject to approval by the Chief and the Police Chair provided that said officer:

1. has previously earned a Bachelors Degree from an accredited educational institution;
2. successfully completes each Masters level course with the equivalent grade of "C" or better and provides proof of same along with receipt for tuition paid;
3. enrolls in and completes the Masters level course while employed as a Chester Township police officer;
4. remains employed by Chester Township as a police officer for at least 5 years after any payment has been made by the Township for Masters level credit. In the event that employment is terminated for any reason before this 5 year period has elapsed regardless of when said police officer first was hired by Chester Township, the following pro-rated schedule shall apply towards reimbursement.

Section 10. Reimbursement for Education Expense – Cont'd

If the officer separates;

0 - 2 years after the last payment – 100% reimbursement required

2 - 3 years after the last payment – 80 % reimbursement is required

3 - 4 years after the last payment – 60% reimbursement is required

4 - 5 years after the last payment – 40% reimbursement is required

After the completion of 5 years, the officer is not required to make any reimbursement towards the Township. Any monies that are to be repaid, shall be made by the Officer to the Township according to Paragraph A of this Section 10.

5. The officer will have the option of having the class(es) paid for, up front, by the Township with the following stipulation:

The officer will reimburse the Township 0% of the cost if he or she receives an A or B per course;

The officer will reimburse the Township 10% of the cost if he or she receives a C per course;

The officer will reimburse the Township 100% of the cost if he or she receives a D or lower per course;

Any reimbursement owed to the Township shall be paid back within six (6) months of the completion of the course. The Township will have the right to deduct the reimbursement from the employee's paycheck.

- C. The pursuit of additional education will take place during an officer's non-working hours.
- D. No more than 2 officers may be enrolled in any combination of undergraduate or graduate classes in any given semester. Scheduling shall be at the discretion of the Chief in order to not impair the normal business of the Township.

Section 10. Reimbursement for Education Expense – Cont'd

- E. Officers must submit requests for enrollment to the Chief no later than forty-five (45) days prior to the commencement of the semester and will be granted based on years of service with the Township.
- F. Online courses do not qualify for reimbursement unless prior approval is received from the Chief of Police and proof is submitted that all credits are transferable to Rutgers, the State University.

Section 11. Reimbursement for Expenses

All police officers shall be reimbursed at the rate set by the Internal Revenue Service for the year of the request, 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 thirteen (13) hours of continuous duty.

Reimbursements will only be paid pending approval by the Chief of Police.

Section 12. Physicals

Each officer shall receive a complete physical examination annually. The Officer's personal physician will perform said physical. A letter stating that the Officer is fit to serve as a police officer will be signed by the attending doctor, forwarded to the Chief of Police or Officer-in-Charge and kept strictly confidential as required by law.

Section 13. Insurance

Insurance shall be through the New Jersey Health Benefits Plan and be reviewed annually. Officers will be required to contribute to the cost of said benefit as prescribed by the State of New Jersey's mandated employee health care contribution. 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.

Upon agreement of both parties, this Section only may be reopened for negotiation during the term of the agreement. If there has been no subsequent change to the State of New Jersey mandated health contributions by May 1, 2015 the parties shall resume negotiations regarding health contributions no later than June 1, 2015.

Section 14. Dental Insurance

The Township will provide dental insurance to actively employed, full time officers with terms equal to or better than the terms of the policy provided in 2013 through the Township's approved dental benefit carrier.

Section 15. Court Appearances

Whenever a full time Patrolman, Corporal, or Sergeant in the course of his duties is required to appear in Court during his/her time off, they shall be compensated at a rate of 1.5 times his/her base hourly salary. A minimum of three (3) hours shall be paid for each court appearance. Court pay shall not be construed as overtime for officers working their scheduled shift.

Section 16. Salaries

Salaries for officers are specified in annual amounts in a multi-step schedule. An officer's pay, however, will be prorated to that portion of the annual amount shown equal to the portion of the year employed at a step (See Appendix A). The applicable salary for an officer shall be known as the base rate of pay.

The rate of pay for officers under this contract shall include the following yearly increase;

2014	Top Patrol 3.34%,	Corporal 3.47%,	Sergeant 0.95%
2015	Top Patrol 0%,	Corporal 0.49%,	Sergeant 0.94%
2016	Top Patrol 0%,	Corporal 0.49%,	Sergeant 0.93%

The wage chart will be marked as Appendix A and attached to and made part of this contract.

Detective Stipend	2014	\$2,200 per year
	2015	\$2,250 per year
	2016	\$2,300 per year

Grade step/salary increases shall be implemented on the 1st day of the pay period in which the anniversary date falls. (See Appendix C)

Section 17. Overtime

Officers shall receive overtime pay for hours worked in excess of regularly scheduled shift hours. The conditions of the schedule will be contained in the policy manual as dictated by the Chief of Police (or his designee.) In no case shall the number of regularly scheduled shift hours result in the Township incurring an obligation to pay overtime. For purposes of calculating overtime; sick days, vacation days and Kelley time (if applicable) will not be deducted.

A minimum of three (3) hours of overtime shall be paid to any officer that is called to duty.

Section 17. Overtime – Cont'd

The overtime rate of pay is computed using the following formula. The base rate of pay for the officer is divided by the number of work-hours in the current year to attain the hourly rate, which is then multiplied by 1.5. Multiplying the number of weekdays in the current year by 8 hours per day yields the number of work-hours per year.

Section 18. Emergency Medical Technician

All officers will be required to maintain their status as Emergency Medical Technicians ("EMT's") as a condition of their continued employment. Officers will ensure that they will complete all required coursework to maintain their certifications as prescribed by the State of New Jersey. Proof of EMT certification status shall be provided to the Chief of Police by the Township PBA by January 31st of each calendar year. All tuition expense costs will be covered by the Township of Chester for the first time attempt at re-certification during each re-certification period. Courses must be taken during active shifts unless prior approval is obtained from the Chief of Police. Courses taken outside of active shifts will be eligible for Compensatory Time or Overtime.

Section 19. Outside Employment and Outside Contract Work

A. The Township agrees that Outside Employment by the members of the Police Department shall be permitted, providing the activities do not interfere with the employment and 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.

B. All contracted off duty work for police related duties for private employers shall be in accordance with Chapter 41, Section 13 of the Chester Township Code.

Section 20. Miscellaneous

A. Definition: "In good standing." Throughout the text of this document, the term "in good standing" shall be used to mean that the officer is scheduled for full time active duty and is not subject to suspension for any reason, including disciplinary.

Section 20. Miscellaneous – Cont'd

B. Benefit. This Agreement, upon execution and delivery by the parties, shall be binding upon and insure to the benefit of the successors and assigns of the Police and the Township.

C. Construction. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey applicable to agreements to be performed entirely within such state.

D. Assignment. It is expressly understood and agreed that neither the Police nor the Township shall have the right to assign this Agreement.

E. Fees and Expenses. The parties shall each pay their own expenses, including but not limited to legal and accounting fees, in connection with this agreement.

F. Amendment; Entire Agreement. This Agreement contains the entire agreement by the parties hereto with respect to the transactions contemplated hereby. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth in this Agreement or in any documents described herein. This Agreement shall not be modified or amended except in writing signed by or on behalf of the parties.

G. Notice. Any notice, request, instruction, or other document to be given hereunder by either party hereto to the other shall be deemed to have been duly given if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid properly addressed as follows:

(1) If to Policemen:
Brian Gill
President, PBA #315
Police Headquarters
1 Parker Road
Chester, New Jersey 07930

Section 20. Miscellaneous – Cont’d

G. Notice (Cont’d)

(2) If to Township:
Carol Isemann
Administrator
Township of Chester
1 Parker Road
Chester, New Jersey 07930

H. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which collectively shall constitute but one and the same instrument.

I. Paragraph Headings. The paragraph and subparagraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provisions thereof.

J. Number, Gender, etc. within this agreement. When the context so requires, the singular includes the plural and the plural the singular, and words of the masculine gender include the feminine and neuter and words of the neuter gender include any gender. In this Agreement, the words “include and including” are used in the illustrative sense and not in the exclusive sense.

K. No Waiver. The failure of either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, or agreement.

L. Enforceability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Appendix A

Salary Guide

	2014	2015	2016
Probationary	\$44,999	\$44,999	\$44,999
Step 9	\$49,210	\$49,210	\$49,210
Step 8	\$53,683	\$53,683	\$53,683
Step 7	\$58,563	\$58,563	\$58,563
Step 6	\$63,886	\$63,886	\$63,886
Step 5	\$69,693	\$69,693	\$69,693
Step 4	\$76,028	\$76,028	\$76,028
Step 3	\$82,939	\$82,939	\$82,939
Step 2	\$90,478	\$90,478	\$90,478
Step 1	\$99,999	\$99,999	\$99,999
Corporal	\$101,500	\$102,000	\$102,500
Sergeant	\$106,500	\$107,500	\$108,500

Hourly Rate Guide *

	2014	2015	2016
Probationary	\$21.55	\$21.55	\$21.55
Step 9	\$23.57	\$23.57	\$23.57
Step 8	\$25.71	\$25.71	\$25.71
Step 7	\$28.05	\$28.05	\$28.05
Step 6	\$30.60	\$30.60	\$30.60
Step 5	\$33.38	\$33.38	\$33.38
Step 4	\$36.41	\$36.41	\$36.41
Step 3	\$39.72	\$39.72	\$39.72
Step 2	\$43.33	\$43.33	\$43.33
Step 1	\$47.89	\$47.89	\$47.89
Corporal	\$48.61	\$48.85	\$49.09
Sergeant	\$51.01	\$51.49	\$51.96

Appendix A

Overtime Hourly Rate Guide *

	2014	2015	2016
Probationary	\$32.33	\$32.33	\$32.33
Step 9	\$35.36	\$35.36	\$35.36
Step 8	\$38.57	\$38.57	\$38.57
Step 7	\$42.08	\$42.08	\$42.08
Step 6	\$45.90	\$45.90	\$45.90
Step 5	\$50.07	\$50.07	\$50.07
Step 4	\$54.62	\$54.62	\$54.62
Step 3	\$59.58	\$59.58	\$59.58
Step 2	\$65.00	\$65.00	\$65.00
Step 1	\$71.84	\$71.84	\$71.84
Corporal	\$72.92	\$73.28	\$73.64
Sergeant	\$76.52	\$77.24	\$77.94

* Hourly rates are based on 2088 hours for 2014, 2015 and 2016.

Appendix B

	Rank	Total Accrued Sick Time	Total Accrued Sick Dollars
Ryan McNamee	Sergeant 4B	336 Hours	\$9,124.92
Ron Totams	Sergeant 4B	140 Hours	\$6,835.12
Chris Cavanagh	Corporal	361 Hours	\$12,770.60
Anthony DaCunza	Corporal	290 Hours	\$12,660.24
Matt Bohn	Patrol 1	238.5 Hours	\$10,106.13
Boris Sanchez	Patrol 6	329 Hours	\$8,727.77
Brian Gill	Patrol 9	252 Hours	\$5,956.12
Ryan Steckel	Patrol 9	236 Hours	\$4,821.68
Greg Smith	Patrol 9	196 Hours	\$4,049.52
Stephen Notte	Patrol 9	200 Hours	\$4,508.56
Mike Henry	Patrol 6	124 Hours	\$3,793.40
Nick Salamone	Patrol 10	84 Hours	\$1,956.36

Appendix C

	2013 Rank	2014 Rank on Hire Date
Ryan McNamee	Sergeant	Sergeant
Ron Totams	Sergeant	Sergeant
Chris Cavanagh	Corporal	Corporal
Anthony DaCunza	Corporal	Corporal
Matt Bohn	Patrolman 1	Patrolman 1
Boris Sanchez	Patrolman 6	Patrolman 5
Brian Gill	Patrolman 9	Patrolman 7
Ryan Steckel	Patrolman 9	Patrolman 7
Greg Smith	Patrolman 9	Patrolman 7
Stephen Notte	Patrolman 9	Patrolman 7
Mike Henry	Patrolman 6	Patrolman 5
Nick Salamone	Patrolman 10	Patrolman 8