

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: CHESTER County: CAMDEN
 2 Employee Organization: FOP LODGE 56 Number of Employees in Unit: 7
 3 Base Year Contract Term: 1/1/15 To 12/31/17 (PBA LOCAL 362)
 4 New Contract Term: 1/1/18 To 12/31/20

SECTION II: Type of Contract Settlement (please check only one)

5 Contract settled without neutral assistance
 6 Contract settled with assistance of mediator
 7 Contract settled with assistance of fact-finder
 8 Contract settled in Interest Arbitration
 9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$ 429,174.68
 11 Longevity Costs in base year \$
 12 Other base year salary costs
DETECTIVE \$ 300.00
TACTICAL TEAM \$
MEMBER \$ 300.00
 \$
 Sum of "Other" Costs Listed in Line 12. \$ 600.00
 13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$ 429,774.68

Employer: ETHESIAHUKI BOHO

Employee Organization: POP LODGE 56

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

14 Total Base Salary Cost from Line 13: \$429,774⁶⁸

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u>01/01/18</u>	<u>01/01/19</u>	<u>01/01/20</u>			
16 Cost of Salary Increments (\$)	<u>4,496⁵⁷</u>	<u>7,624⁷⁵</u>	<u>7,845⁵⁰</u>			
17 Salary Increase Above Increments (\$)	<u>12,875²⁴</u>	<u>11,141⁶⁷</u>	<u>9,664⁵⁴</u>			
18 Longevity Increase (\$)						
* 19 Total Increased Cost for "Other" Items (\$)	<u>600⁰⁰</u>	<u>600⁰⁰</u>	<u>600⁰⁰</u>			
20 Total Increase (\$) (sum of lines 16-19)	<u>17,971⁸¹</u>	<u>19,366³⁷</u>	<u>18,110⁰⁴</u>			

* DEFECTIVE

SECTION V: Average Increase Over Term of New CNA

- 21 Dollar Increase Over Life of Contract \$55,448²³ [Take sum of all amounts listed on Line 20 above]
- 22 Percentage Increase Over Life of Contract 13 % [Divide amount on Line 21 by amount on Line 14]
- 23 Average Percentage Increase Per Year 4 % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
(1)	CLIPPING ALLOWANCE	5,600 ⁰⁰	5,950 ⁰⁰	5,950 ⁰⁰	5,950 ⁰⁰			
	POLICE COURT APPEARANCE	120 ⁰⁰	135 ⁰⁰	135 ⁰⁰	135 ⁰⁰			
25	Totals (\$):							

(1) \$800 FOR 7 OFFICERS BASE YR
 \$50 FOR 7 " YEARS 1, 2 & 3

SECTION VII: Medical Costs

Insurance Costs

	Base Year	Year 1
26 Health Plan Cost	\$36,648 ⁰⁰	\$48,630 ⁰⁰
27 Prescription Plan Cost	\$9,366 ⁰⁰	\$11,393 ⁰⁰
28 Dental Plan Cost	\$5,136 ⁰⁰	\$5,377 ⁰⁰
29 Vision Plan Cost	\$17,035 ⁴⁵	\$9,926 ⁰⁸
30 Total Cost of Insurance	\$62,179 ⁴⁵	\$75,326 ⁰⁸

SECTION VII: Medical Costs (continued)

31 Employee Insurance Contributions \$12,688⁶³ \$14,285⁸⁷
32 Contributions as % of Total Insurance Cost % 19 %

33 Identify any insurance changes that were included in this CNA.

N/A

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: William E Haves Jr
Position/Title: CEO
Signature: William E Haves Jr
Date: 3/6/19

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

**COLLECTIVE BARGAINING
AGREEMENT BY AND BETWEEN
THE BOROUGH OF CHESILHURST
AND
THE CHESILHURST FOP LODGE #56**

JANUARY 1, 2018

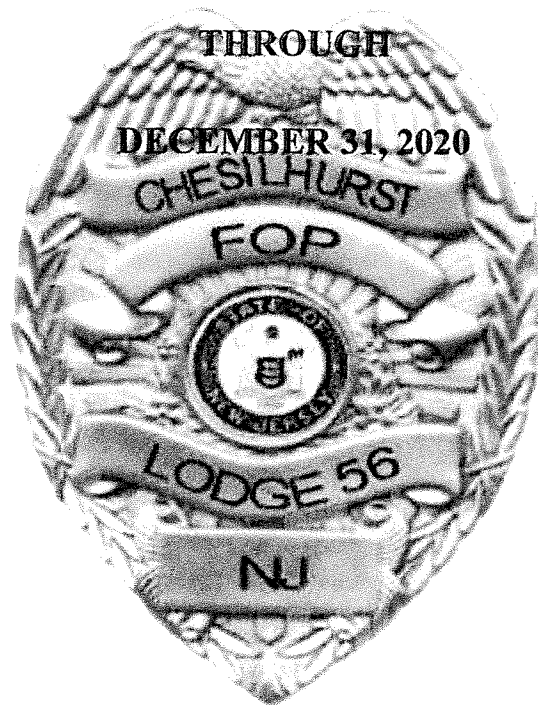
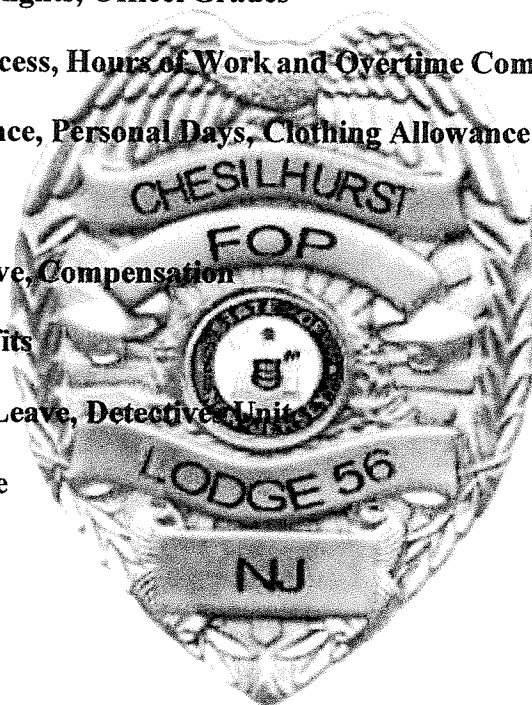


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AGREEMENT

This agreement, dated the first day of January, 2015 shall remain effective until December 31, 2017 by and between the Borough of Chesilhurst and the Chesilhurst FOP Lodge #56 and shall be effective, retroactive for all purposes unless otherwise stated herein to and from January 1, 2015 through December 31, 2017.

RECOGNITION ARTICLE 1

The Borough recognizes FOP Lodge #56, Chesilhurst Unit as the exclusive majority representative for the collective negotiations for all terms and conditions of employment for all regular Patrolman, Sergeant, and Detectives, excluding the Chief of Police and Superior Officers.

INTENT AND PURPOSE ARTICLE 2

It is the intent and purpose of the parties hereto, in entering in this agreement, to maintain and promote harmonious relations and close cooperation between the Borough and its Police Officers and to set forth herein the entire agreement to be observed by the parties hereto covering the terms and conditions of employment.

This agreement shall be construed according to its written provisions without regard to any discussions or negotiations, written or oral, which the parties had leading to or resulting in the execution of the agreement.

The Borough shall not engage in any type of wrongful discrimination against any officer or member of FOP Lodge #56, Chesilhurst Unit.

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

GRIEVANCE PROCEDURE ARTICLE 3

The purpose of the procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of the Patrolman, Sergeants and Detectives.

DEFINITION: The term "grievance" as used herein, means any dispute or controversy arising over the interpretation and / or application of this agreement and may be raised by the majority representative FOP Lodge #56 on behalf of an individual employee or group of employees of the employer. **STEPS IN THE GRIEVANCE PROCEDURE:** The following constitutes the sole and



exclusive method for resolving grievances between parties covered by this agreement, and shall be followed in its entirety, unless any step is waived by mutual consent.

STEP ONE: The majority representative FOP Lodge #56 on behalf of an aggrieved employee or employees or the Borough itself, shall institute action under the provisions herein, within fifteen (15) Working days of the occurrence of the grievance, and an earnest effort shall be made to settle differences between the majority representative FOP Lodge #56 and the Chief of Police, for the purpose of resolving the matter informally. Failure to act within the said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall render a written decision within ten (10) working days after receipt of the grievance.

STEP TWO: In the event the grievance has not been resolved on or at Step One (1), the majority representative FOP Lodge #56 shall, in writing and signed, file the grievance with the Public Safety Committee within seven (7) calendar days following the determination at Step One (1). The Safety Director shall render a written decision within ten (10) calendar days from receipt of the grievance.

STEP THREE: In the event the grievance has not been resolved in Step One (1) or Two (2), the majority representative FOP Lodge #56 shall, in writing and signed, file the grievance with the Mayor and Borough Council within seven (7) calendar days following the determination at Step Two (2). The Mayor and council shall render a written decision within thirty (30) calendar days from receipt of the grievance.

STEP FOUR: In the event the grievance has not been resolved at Step Two (2) or at Step Three (3), the matter may be referred to arbitration process as hereinafter provided. In the event the Borough or majority representative FOP Lodge #56 desire to submit a grievance to the arbitration process, this procedure shall be followed:

(1) The party demanding mediation or arbitration shall serve written notice of its intentions to go to mediation or arbitration on the other parties within ten (10) calendar days following receipt of Borough Councils' determination.

(2) The party demanding mediation or arbitration shall request the New Jersey Board of Mediation or the Public Employment Relations Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey Board of Mediation or the Public Employment Relations Commission.

(3) The cost for the services of arbitration shall be borne equally by the employer and the members of the majority representative FOP Lodge #56. Any other costs shall be paid by the party that incurred them.

(4) This procedure, by the employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievance will proceed to the next step unless the



applicable time limits have been extended by the mutual consent of the Borough and the majority representative FOP Lodge #56 as reflected in an executed writing.

DISCIPLINARY ACTION

ARTICLE 4

All meetings and hearings for dismissal and suspension, whenever possible, shall be conducted at the Borough Administration Building unless it is agreed by the Borough and the majority representative FOP Lodge #56 to hold said meetings or hearing at some other location.

All procedures and hearings for dismissal, suspension, demotion or fine shall comply with New Jersey statutes encompassing said action and proper notices shall be in writing setting forth the charges and the time and place for the hearing pursuant to the New Jersey Statutes.

The accused officer shall have the right to be present at the hearing and to be accompanied and represented by some person of his own choosing, including an attorney-at-law at no expense to the Borough. He shall be confronted with the witness or witnesses against him; may cross-examine any and all such witnesses; may testify in his own behalf under oath, all of whom shall be subject to cross-examination. Any accused officer shall have the right to have fellow officers attend any such hearing as a witness and management will require such officer to attend.

The Public Safety Committee shall render a written decision within ten (10) calendar days, and the officer shall have the right to appeal from such decision to whatever agency necessary, in writing, of his intention so to appeal within ten (10) calendar days next after the receipt by him of the intention of the hearing officer's decision. All hearings shall be taken down steno graphically or by electronic recording. Such records shall be kept for a period of at least sixty (60) calendar days, pending the outcome of the appeal. At the officers request all records shall be made available to the majority representative FOP Lodge #56 at its cost.

Any officer who is charged, either with dismissal, suspension, demotion or fine shall have the right to be present at any hearing so scheduled by the Borough. The officer prior to the hearing shall receive all written charges against him and the reasons for said action by the Borough. Whenever any officer is required to appear before the Chief of Police, or Borough Council of Chesilhurst, or any committee or any member thereof concerning any matter which could adversely affect continuation of that officer in his position, employment, or salary or any increments pertaining thereto, he shall be entitled to have a representative of an Association, Union or Counsel of his choosing present to advise and represent him during such meetings or interview.

The Borough and majority representative FOP Lodge #56 hereby agree that matters involving departmental charges that are of minor discipline in nature, defined as consisting of a suspension of five (5) days or less, against a member of majority representative FOP Lodge #56,



shall be granted the opportunity to present the matter for final hearing and determination to the Public Employment Relations Commission for Binding Arbitration.

Letters of reprimand may be appealed through the chain of command in accordance with law.

POLICE DEPARTMENT REPRESENTATION

ARTICLE 5

The majority representative FOP Lodge #56 agrees to file in writing the names of authorized person(s) delegated to represent and handle police department matters pertaining to the police contract.

MUTUAL COOPERATION

ARTICLE 6

The majority representative FOP Lodge #56 and the Borough council agree that mutual cooperation is necessary for the police department to carry out its public responsibility of maintaining a high level of service to the public.

The parties agree to resolve problems arising from differences through the grievance procedure contained herein.

The parties agree that the pursuit of harmonious relations between the majority representative FOP Lodge #56 and borough council is the continuing intent of the parties, recognizing their mutual responsibility.

The Borough Council agrees that the time provisions of this agreement shall be carried out in all respects through the term of this agreement and assures the police department compliance by its officers or representatives.

The majority representative FOP Lodge #56 agrees that this agreement was reached in good faith and shall abide by the terms and conditions of this agreement through the terms of this agreement.

The majority representative FOP Lodge #56 further agrees that, during the term of this agreement, it shall cause no strikes, work stoppages, slow downs, or other acts of disharmony contrary to the intent of this agreement, or law. The majority representative FOP Lodge #56 agrees that it has full responsibility for any such acts sanctioned by this Association on the part of its members.

In the event of any such acts enumerated in section 6, majority representative FOP Lodge #56 agrees that any and all such members so engaged shall be immediately subject to disciplinary action. Majority representative FOP Lodge #56 further agrees that it will immediately notify all of its members that such action is not sanctioned by the majority representative FOP Lodge #56 and that the Association joins with the Borough of Chesilhurst in insisting that all officers cease and desist



immediately.

The Borough of Chesilhurst agrees to continue to pay their annual contribution into Officers pension fund until retirement.

Majority representative FOP Lodge #56 further agrees that the Borough Council shall have any and all recourse in law to restore normal working operations, including action against individual officers and police department representatives.

SAFETY AND WORKING CONDITIONS

ARTICLE 7

FOP Lodge #56, Chesilhurst Unit and Borough Council mutually agree that the safety of our police officers and the protection of our community are of the utmost importance.

All officers shall care for and make proper use of tools, equipment and clothing issued by the Borough. The willful destruction of, or abuse of property shall be cause for disciplinary action. Disciplinary action may also result from the destruction of, or abuse of, property resulting from gross negligence in the care or maintenance of the Borough issued tools, equipment and clothing.

The Borough agrees to maintain all police equipment and patrol vehicles in the safest working condition at all times.

An officer shall notify his supervisor of all hazardous safety conditions of any equipment. Any equipment deemed hazardous by the supervisor shall be put out-of-service and the supervisor will notify the Chief of such action.

LEAVE OF ABSENCE

ARTICLE 8

In the event of sickness or injury all officers covered under this agreement may be granted a leave of absence by the Chief of Police initially of six (6) months with the possibility of its extension to a total of one (1) year from the date of request. A leave of absence request due to sickness or injury shall be accompanied with a medical certification from a physician licensed to practice medicine setting forth the diagnosis and recuperation time required. The Borough reserves the right to have its medical staff evaluate an officer on sick leave and have a second opinion rendered. The initial six (6) Months leave of absence permitted by this paragraph can be extended to a maximum one (1) year period after reevaluation upon the expiration of the initial six (6) months leave period, upon a showing of need for this further extended leave by the employee through submission of supporting medical documentation.

PROMOTIONS

ARTICLE 9



The Borough retains the right to maintain efficiency of the operation by determining the methods, the means, and the personnel by which such operations are conducted. All promotions shall be made in accordance with the requirements of N.J.S.A. 40A:14-129 and 130.0.

LEGAL REFERENCE ARTICLE 10

Nothing in this agreement shall alter the authority conferred to it by law, ordinances, resolutions, administrative code and the Borough's Departmental Rules and Regulations upon any Borough Official or in any way abridge or reduce such authority.

This agreement shall be construed as requiring both the employer and the majority representative FOP Lodge #56 to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibility conferred upon them by laws or regulations. No portion of this contract is intended to deprive any employee of any civil rights which he may enjoy except those specifically limited or denied by the provisions of this contract. The rights to those provided elsewhere.

If any provisions of this agreement or any application to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and sustaining, except to the extent permitted by law, however, all other provisions or applications shall continue in full force and effect. If any laws except as such particular provisions of this contract modify existing local laws.

RESIGNATION ARTICLE 11

If any employee gives two (2) weeks' notice when he or she intends to resign, he or she shall be paid for accumulated vacation and/or personal time that the employee has accumulated to a maximum amount of \$15,000, or any other maximum dollar limit that is mandated by New Jersey Law. If the resignation occurs at any point during the year, the employee will receive the prorated amount of his / her available sick and vacation time through the end of the month of the resignation. Payment of any accrued compensation time of the employee will be governed by the requirements of Article 16, Section 7.

POLICEMAN'S RIGHTS ARTICLE 12

The Borough of Chesilhurst hereby agrees that every police officer with the Borough shall have the right to freely organize, join and support the FOP Lodge #56 for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a body exercising governmental power under the law of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce an officer of the Borough in the



enjoyment of any rights conferred by chapter#303, Public Laws 1968 or other laws of the New Jersey or the Constitution of New Jersey and the United States in that it shall not discriminate against any Policeman with respect to hours worked, wages, or any terms or conditions of employment by reason of his or her membership in the FOP Lodge #56 and its affiliates, collective negotiations with the Borough of Chesilhurst or his or hers' institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Employees represented by this collective bargaining unit may not request payroll deduction for payment of dues to any other labor organization other than the duly certified majority representative. Existing written authorizations for payment of dues to any other labor organization shall be terminated.

MANAGEMENT RIGHTS ARTICLE 13

The Borough of Chesilhurst hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the agreement by laws and constitutions of the State of New Jersey and the United States, including, but without limiting the generally of the foregoing: the following rights:

- (1) To the executive management and administrative control of the Borough Government, its properties and facilities, and activities of its employees.
- (2) To hire all employees and subject to provisions of law, to determine qualification and conditions for continued employment or assignment and promote and transfer employees.
- (3) To suspend, demote, discharge, or take other disciplinary action for just cause and according to law.

Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, or duties, or free the Borough of its responsibilities and obligations under R.S. 40 all applicable Rules and Regulations or any other National, Federal, County or local laws and ordinance.

OFFICER GRADES ARTICLE 14

Section 1: Determination of length of service: Seniority and length of service shall at all times be determined by date of appointment from the resolution or ordinance passed by Borough Council.

Section 2: Prior police service: Years of full-time service should be considered for officer's grade, but will not alter the position of seniority.

Section 3: A salary rate upon assignment to a position: When an employee is temporarily assigned to a higher position, the employee shall receive the base salary indicated for that position for the duration of the appointment only. When any temporary appointment ends, the employee's salary reverts back to the amount paid to the employee prior to the temporary appointment.



FREEDOM OF ACCESS ARTICLE 15

The Borough hereby guarantees each employee the opportunity to review their personal file during normal working hours, a maximum of one (1) time during any calendar month. Normal working hours for this article will be considered 08:00 hours until 16:00 hours during the scheduled working hours of the Chief of Police.

The Borough also agrees to notify each employee when material of a critical or detrimental nature is entered as a part of the employee permanent file. All material shall henceforth be dated as to the time of filing.

HOURS OF WORK AND OVERTIME ARTICLE 16

The Borough of Chesilhurst agrees that each full time appointed police officer of the Borough of Chesilhurst for the year 2015 and the years thereafter shall be entitled to overtime. When the hours worked in excess of twelve (12) hour work day, shall be paid as follows:

- (1) Hours worked in excess of twelve (12) hour work day shall be paid at one and one-half the straight rate.
- (2) Hours worked on regular days off shall be paid at one and one-half the straight rate.
- (3) All full-time appointed police officers who are called in for non-scheduled work will be guaranteed a minimum of three (3) hours pay at one and one-half the straight rate of pay.
- (4) Each full-time appointed officer will have a minimum of eight (8) hours off between shifts, if an officer is called back to cover a vacancy and the eight (8) hour requirement has not been met the officer will receive three (3) hours at the overtime rate of pay.
- (5) Any overtime offered must be delegated by seniority. If no one takes the shift, then it will be split between the existing shifts on the schedule.
- (6) If an officer works any overtime, it is the officer's discretion to take overtime or compensatory time for the hours worked.
- (7) An officer can accumulate up to 480 hours of compensatory time. An employee will only be paid for 100 hours at the rate of his / her separation from employment from the Borough, and the time will be paid out on a straight time (non-overtime) hourly rate of pay.
- (8) Officer will accumulate an extra 96 hours yearly working twelve hour shifts and shall be given 8 days compensation, which shall be paid at their regular rate of compensation. The eight accumulated days will be used through January 2019 until the end of this contractual agreement. The eight accumulated compensation days has to be used in that respective calendar year. IF not used within that respective calendar year than those days may be subjected to forfeiture.

COMPENSATION FOR COURT TIME ARTICLE 17

The Borough of Chesilhurst agrees that each full-time police officer is compensated for their time



required in Superior Court, Municipal Court, Federal Court or Juvenile Conference Committee within the State of New Jersey.

Commencing upon the date of the execution of this Agreement, through December 31, 2020 officers required to appear at the aforementioned court(s) will be compensated at the rate of 135.00 per appearance when an officer goes to court in another jurisdiction/township.

During Chesilhurst Borough Court sessions, Officers will receive time in half of their current base salary. Officers who are attending Chesilhurst Borough Court sessions to provide security, as part of their scheduled shift shall not be entitled to any additional pay under this article, so to be eligible for this compensation, officers shall be off-duty at the time of the required court appearance.

The time accumulated for court will be paid to the officer in a separate check on the first pay period of November

HEALTH INSURANCE ARTICLE 18

All employees and dependents of employees will be covered by this agreement. The Borough agrees to provide each officer and dependent(s) with medical, dental, prescription and vision coverage after ninety (90) days of service with the Department.

All employees shall make contributions toward the cost of their insurance benefits in the amount set forth in P.L. 2011, C. 78. All employee premium contributions shall be deducted on a pre-tax basis as permitted by law.

Notwithstanding other provisions of this Article, the Employer reserves the right to change its health benefits plans and/or benefits administrator, so long as no less benefits are provided and that prior to such change that the Employer provides 30 days' notice to the Union for the purpose of review and comparison of all benefit and coverage levels, usual and customary rates and deductible charges.

PERSONAL DAYS ARTICLE 19

The Borough of Chesilhurst agrees that each full-time appointed officer with one (1) year of service with the Borough will be entitled to three (3) personal days, which may be used at the employee's discretion.

CLOTHING ALLOWANCE ARTICLE 20



The Borough of Chesilhurst agrees to outfit each officer with three (3) sets of summer and winter uniforms. The officer will only receive the set of uniforms that is currently being worn by the department at the time of hire, unless the date to switch uniforms is within thirty (30) days then the new hire will receive his full set of summer and winter uniforms.

- (1) It is understood that all articles of clothing covered by this original issue are to be returned in good condition, should the employee resign from his / her position or is let go by this department. If any article is not returned, it is the responsibility of the employee to either replace the missing article or pay for the equipment.**
- (2) The Borough of Chesilhurst will issue each new hire with a bullet proof vest. Each officer will have their bullet proof vest replaced as recommended by the vest manufacturer. At the time when the officer's bullet proof vest is to be replaced, one hundred fifty (\$150.00) dollars of the cost of the vest will be deducted from the employees clothing allowance with the remaining balance to be paid by the Borough.**
- (3) Each officer will receive eight hundred & fifty dollars (\$850.00) yearly clothing allowance for 2018, 2019 and 2020. Police personnel will be allowed to spend their clothing allowance at any business that participates with the Borough voucher system. It is agreed that the allowance may be used for the storage, upkeep and maintenance of equipment related to police work. If the allotted monies are expended during the year, it will be the employee's responsibility to maintain his / her uniform.**
- (4) In the event that an employee's corrective lenses are damaged or destroyed while an employee is acting within the scope of his / her employment, the Borough agrees to repair or replace at a cost not to exceed \$200.00 that portion or portions of the corrective lenses which have been so damaged or destroyed without cost to the employee.**

SICK LEAVE ARTICLE 21

Sick leave is hereby defined to mean absence of any employee from duty because of:

- (1) Personal illness which prevents him / her from performing the usual duties of their position.**
- (2) Exposure to a contagious disease.**
- (3) A short period of emergency attendance upon a member of his / her immediate family who is ill and requires the presence of the employee with the approval of the shift supervisor.**
- (4) Any employee who is absent for reasons that entitle him / her to sick leave shall notify their supervisor promptly, but no later than four (4) hours before the employee's usual starting time, except in cases of an extreme emergency where the employee is unable to do so.**
- (5) Sick leave shall accrue for regular full-time appointed police officers at the rate of fifteen (15) Days per year; the employee may carry over five (5) days of the unused portion to**



the following contract year. Sick time cannot exceed twenty (20) days.

- (6) An employee whose probation has been extended shall be allowed to accrue sick time, but if they are not appointed or resign shall not be compensated for sick leave that has accrued.
- (7) If the employee is absent for three (3) consecutive work days, the Chief of Police may require acceptable evidence on the form prescribed. The nature of the illness and the length of time the employee was absent shall be stated on the doctor's certificate.
- (8) At the discretion of the Chief of Police with just cause, the employee seeking leave may be required to submit medical evidence which may result in the denial of sick leave benefits, and the employee will suffer loss of pay for unauthorized time. In the event sick leave is not approved or the employee has exhausted his or her accumulated sick leave, the absence may be charged to the employee's vacation time.
- (9) Abuse of sick leave will be cause for disciplinary action.
- (10) Sick leave claimed by reason of quarantine or exposure to a contagious disease may be approved upon certification by the County Health Department.
- (11) All qualifying leave taken under this article shall run concurrently with leave provided by the FMLA and/or NJFLA.

(A) MATERNITY LEAVE:

A female officer's seniority will not be affected if she should become pregnant. A female employee may be granted maternity leave in the event the employee has written confirmation from a physician. The female officer should be removed from street patrol activities three (3) months into her pregnancy. The female officer will be given administrative duties until she takes her leave. It is not recommended that she return to patrol duties until a post-partum examination from the doctor is submitted to the employer.

- (1) All employees shall be granted two (2) working days with pay upon birth or adoption of a child.

COMPENSATION

ARTICLE 22

The Borough of Chesilhurst agrees that each police officer shall receive compensation for services rendered, and that payment of services will be received every fourteen (14) days.

- (1) Effective during the time period of this Agreement, there will be yearly salary increases per the requirements of the attached salary guide, identified as "Appendix A". The salary increases shall be as follows: 3.0% for Year 1, 2.5% for Year 2, and 2.0% for year 3. Employees governed by this Agreement shall receive their first pay increase for Year 1, at the completion of the first full pay period after this Agreement has been signed by both parties.



- (2) Any officer whose probation period is extended shall remain at the beginning 1st year salary until permanent appointment by the governing body.**
- (3) If a regular full-time appointed police officer is involved in an area of specialty designated by the Chief of Police or Commanding officer, he / she will receive the following:**
 - Detective: \$900.00 (additional annual to salary)**
 - Tactical Team Member: \$300.00 (additional annual to salary).**
 - Traffic Investigator: \$300.00 (additional annual to salary).**
 - K-9 Officer: \$300.00 (additional annual to salary).**
- (4) Retroactive compensation shall be paid to the members within 30 days, following the execution of the Agreement.**

All officers eligible for the compensation will receive it in a separate check on the first pay period in July of each year.

- (1) The parties agree that the Borough has ended its prior longevity program and that officers eligible for bonus payments based on years of service shall receive said payments on a flat-fee basis.**
- (2) An officer with over five (5) years of service with the Chesilhurst Police Department as of the date of this Agreement shall receive six hundred dollars (\$600.00) added to their base pay of their current salary step.**
- (3) Officers hired after the date of this Agreement and officers with less than five (5) years of service with the Chesilhurst Police Department as of the date of this Agreement shall not be eligible for the \$600.00 payment referenced in sub-section (B).**

VACATION BENEFITS ARTICLE 23

Police Officers having one (1) year to five (5) years of continuing service with the Chesilhurst Police Department and shall be entitled to fourteen (14) vacation days. Police Officers having 6-15 years of continuing service shall be entitled to twenty-one vacation days. Police Officers with 16-30 years of continuing service shall be entitled to twenty-five vacation days.

Wherein any calendar year if the vacation time is not used, the full amount that was not used will be carried over to the following year, which is not to exceed seventy-five (75) days or such other maximum limit that is prescribed by New Jersey Law.

Vacation time may not be used for sick leave without the consent of the employer. Vacation scheduling will be the responsibility of the Chief of Police and will be granted as requested, according to seniority and in giving full consideration as to the best interest of the Police Department.

It is understood that each officer shall have earned his / her vacation time as of their anniversary



date of hire unless his / her probation period has been extended. In this case they shall not be allowed to accumulate vacation time until they are appointed regular full-time permanent officers by the governing body.

BEREAVEMENT LEAVE ARTICLE 24

In the event of a death in an employee's family, the employee shall be granted time off without loss of pay as per the following schedule:

- (a) Five (5) working days off with pay in the event of death to Father, Mother, Spouse, Children, Brother, Sister or Grandparent of the employee.
- (b) Three (3) working days off with pay in the event of death of a Grandchild, Son-in-law or Daughter-in-law.
- (c) Three (3) working days off with pay in the event of death to a Mother-in-law, Father-in-law, Brother-in-law or Sister-in-law.

If extenuating circumstances arise where more time off is required, then the employee may request additional time off without pay from the Chief of Police.

DETECTIVE ARTICLE 25

**Detective's Bureau:
(Office of Investigations)**

Take home car for traveling to after hour's jobs and assignments. Company's cellular phone for all work relative calls, jobs, and assignments. DAY-TO-DAY UNIFORM for Detective Division will be Black or Dark Navy Blue Polo Shirts with name and badge embroidered on the front. Also, Black, Dark Navy Blue or Battle Brown 5-11 Tactical Pants. Foot-wear: Any black boot that is within the parameter of police work. For Superior court proceedings, like testifying or being a material witness for the state the uniform/dress code will be suit and tie.



IN WITNESS THEREOF, the parties have hereunto caused this agreement to be executed by their respective duly authorized representatives and their respective seals to hereunto affixed to this

13th Day of December, 2018.

Borough of Chesilhurst

Chesilhurst Police Department

Mayor

Negotiating Member

X [Signature] #35

Council Member

Negotiating Member

[Signature]

X _____

Council Member

Negotiating Member

[Signature]

Council Member

X [Signature]

Council Member

[Signature]

Council Member

Council Member



Borough of Chesilhurst

APPENDIX "A"

New Salary Guide (As of date of contract)

Appendix "A"

Steps	2017 Base	2018		2019		2020	
		3.00% Base	Base	2.50% Base	Base	2.00% Base	Base
One Yr Probationary	42,211.66	1,266.35	43,478.01	1,086.95	44,564.96	891.30	45,456.26
Year 1	44,322.24	1,329.67	45,651.91	1,141.30	46,793.21	935.86	47,729.07
Year 2	46,538.36	1,396.15	47,934.51	1,198.36	49,132.87	982.66	50,115.53
Year 3	48,865.27	1,465.96	50,331.23	1,258.28	51,589.51	1,031.79	52,621.30
Year 4	51,308.54	1,539.26	52,847.79	1,321.19	54,168.99	1,083.38	55,252.37
Year 5	53,873.97	1,616.22	55,490.18	1,387.25	56,877.44	1,137.55	58,014.99
Year 6	56,567.66	1,697.03	58,264.69	1,456.62	59,721.31	1,194.43	60,915.74
Year 7	59,396.05	1,781.88	61,177.93	1,529.45	62,707.38	1,254.15	63,961.52
Year 8	62,365.85	1,870.98	64,236.82	1,605.92	65,842.75	1,316.85	67,159.60
Year 9	65,484.14	1,964.52	67,448.67	1,686.22	69,134.88	1,382.70	70,517.58
Year 10	68,758.35	2,062.75	70,821.10	1,770.53	72,591.63	1,451.83	74,043.46
Year 11	72,196.27	2,165.89	74,362.15	1,859.05	76,221.21	1,524.42	77,745.63
Year 12	75,582.78	2,267.48	77,850.26	1,946.26	79,796.52	1,595.93	81,392.45
Sergeant	77,381.80	2,321.45	79,703.25	1,992.58	81,695.84	1,633.92	83,329.75