

COPY

COLLECTIVE BARGAINING AGREEMENT

TOWNSHIP OF CHESTERFIELD

And

CHESTERFIELD POLICE FOP LODGE 114

January 1, 2012 through December 31, 2014

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Article I. LEGAL REFERENCE

- a. Nothing contained in this Agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code, and Police Department Rules and Regulations, upon any Township Official or in any way abridge or reduce authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.
- b. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify local laws.

Article II. RECOGNITION

The Township hereby recognizes the Chesterfield Fraternal Order of Police Lodge 114 - Fraternal Order of Police/New Jersey Labor Council, Inc. as the sole and exclusive majority representative of all uniformed and non-uniformed full-time police officers employed by the Township of Chesterfield below the rank of Chief of Police (hereinafter referred to as "Members"). This excludes all other police officers and non-police employees within the meaning of the New Jersey Employer - Employee Relations Act, N.J.S.A. 34:13A-1 et. seq.

ARTICLE III. DEFINITIONS

- a. Full Time Officers - Full Time Officers are all regular full time Patrolmen and Sergeants employed by the Township in the Police Department who shall be subject to twenty-four (24) hours duty per day including Saturday, Sunday and Holidays.
- b. Unit Members - Unit members are all full time Officers below the rank of Chief of Police employed by the Chesterfield Township Police Department.
- c. Probationary Officers - Probationary Officers are all full time Officers who are serving the first twelve (12) months of their employment, and whose appointment to permanent status is governed by Chapter 42 Section 8(A)(1) of the Code of the Township of Chesterfield. The probationary period may be extended up to six (6) months upon recommendation of the Chief of Police and at the discretion of the Township Committee. During the probationary period, Officers work at the discretion of the Township Committee and can be terminated at any time during that period with or without cause.

ARTICLE IV. MEMBERS RIGHTS

Pursuant to N.J.S.A. 34:13a-1 et. seq., The Township hereby agrees that every patrol officer shall have the right to freely organize, join, and support the FOP and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid in the State of New Jersey. The Township undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any Police Officer in the enjoyment of any rights conferred under the laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any Police Officer with respect to hours, wages, or any other terms or conditions of employment by reason of his or her membership in the FOP, or its affiliates, collective negotiations with the Township, or his or her institution of any grievance, complaint or proceeding under this Agreement, or otherwise, with respect to any terms or conditions of employment.

ARTICLE V. MANAGEMENT RIGHTS

a. The Township hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Law and Constitution of the State of New Jersey and of the United States, including, but not limited to, the following rights:

- (1) To manage and control administratively, the Township Government and its properties and facilities and the on-the-job activities of its employees.
- (2) To use judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent thereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- (3) To establish, revise and administer policies and procedures related to all operations of the Police Department in accordance with Title 40A of the New Jersey Statutes.
- (4) To hire all employees, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- (5) To reprimand, suspend, demote, discharge or take other disciplinary action for good and just cause according to the law.

b. The Township retains the right to maintain the efficiency of its employees to expand, establish, reduce, alter, combine, consolidate or abolish any job classification and salary, department, operation or service to determine the staffing patterns and areas of work, to control and regulate the use of its facilities, supplies and equipment and other property of the Township and its Police Department; to determine the assignment of work, the qualifications required and the size and composition of the workforce. The Township shall have no responsibility or requirement to train employees who do not meet minimum job qualifications at the time they may seek employment with the Township or movement into another job classification. The Township maintains the right under this section to train employees which do not meet minimum job requirements as it deems appropriate.

ARTICLE VI. HOLIDAYS

a. The Township of Chesterfield recognizes the following holidays for the purpose of computing paid holiday compensation:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

b. Members assigned to begin their work shift on the holidays set forth above shall be paid time and one-half. Members who do not work on the listed holidays shall not receive compensation for the holiday.

c. Members shall also receive holiday pay to be paid in one lump sum payment in the member's first paycheck in December, upon presentation of the appropriate payment voucher.

In order to be eligible to receive holiday pay, the member must be employed by the Township on January 1st and December 1st of the same calendar year. Members employed after January 1st of the calendar year will receive pro-rated holiday pay. Holiday pay shall be calculated as one hundred twelve (112) hours at the member's hourly rate of pay.

ARTICLE VII. VACATION

a. Number of Vacation Days – All members shall receive vacation leave in accordance with this Article. New members shall not accrue vacation days the first sixty (60) days of employment. After sixty (60) days, members shall accrue twelve (12) hours of vacation time for each sixty (60) days worked until the end of the first full year of employment. The following vacation schedule shall be followed thereafter:

Beginning of 2nd year through end of 3rd year – eighty-four (84) hours

Beginning of 4th year through end of 7th year – ninety-six (96) hours

Beginning of 8th year through end of 15th year – one hundred twenty (120) hours

Beginning of 16th year through end of 20th year – one hundred sixty-eight (168) hours

Beginning of 21st year through to retirement – one hundred eight (180) hours

b. Accrual of Vacation Time – Vacation time shall accrue during the course of the year and shall not be available to the member at the beginning of the year.

c. Accumulation of Vacation Time – After the fifth (5th) full year of continuous employment with the Township, a member shall be permitted to carry a maximum of sixty (60) hours of vacation time to the following year. If that carried time is not used in the following year it shall be lost.

d. Scheduling Vacation – All vacation time must be requested in writing on the proper form provided by the Township Clerk, at least by the 15th day of the preceding month. A written request form must be presented to the Chief of Police for approval, and then to the Township Clerk. Only one police officer shall be granted leave at any time. If two (2) or more members request the same time period for vacation, the most senior officer shall be granted the vacation time off. The Chief of Police has the discretion of allowing additional officers to be off on the same day should manpower permit. The other officer(s) shall resubmit his or her request for alternate vacation time. If the Township grants the members vacation request, and the senior officer later requests the same period of time off for vacation, the Township shall not grant the senior officer's request for the time over the pre-granted request.

ARTICLE VIII. SICK LEAVE

a. Number of Sick Days – All members shall receive one hundred twenty (120) hours of sick time per calendar year.

b. Notification Requirements – All members are required to notify the Chief of Police of an absence due to illness two (2) hours prior to the beginning of their scheduled shift, unless it is an emergency.

c. Accumulation of Sick Time – All unused sick time may be accumulated for use in subsequent years.

d. Sick Time Payment at Retirement – Each member shall be entitled to accumulate sick time in accordance with Section c above. The member shall be entitled to sell back the accumulated sick time as follows: The monetary value of one sick day at retirement shall be

equal to 1/250 of the officer's base salary, but the total value of accumulated sick leave that may be paid at retirement shall not exceed \$2,500.

ARTICLE IX. BEREAVEMENT LEAVE

In the event of a death of a family member or other acquaintance, as defined below, the member is permitted to take the following paid bereavement leave:

- Immediate family – a maximum of five (5) consecutive days for each occurrence. Immediate family shall be defined as spouse, mother, father, child, sibling, in-law, or any person who may live within the household as part of the member's family.
- Relative – a maximum of two (2) consecutive days for each occurrence. Relatives refer to aunts, uncles, grandparents, nieces, nephews and cousins.
- Others – a maximum of one (1) day for each occurrence for a total of three (3) days per year. Half days may be used in this circumstance. "Others" is defined as friends, acquaintances or distant relatives.

If additional bereavement leave is necessary, it may be taken as vacation time. Members who need to use bereavement leave shall notify the Chief of Police as soon as possible.

ARTICLE X. ADMINISTRATIVE LEAVE

Each member is entitled to forty-eight (48) hours of administrative leave each calendar year. Administrative leave shall not be accumulated.

The purpose of administrative leave will be to attend to family, financial or legal matters. Administrative leave is only for obligations that must be handled during work hours. Administrative leave must be scheduled in a manner that the Chief of Police has time to arrange suitable coverage if that should be necessary. Whenever possible, notice of such leave should be requested twenty-four (24) hours prior to the absence.

ARTICLE XI. OTHER LEAVES

a. Leave of Absence – Members may be granted a personal leave of absence for up to six (6) months at the sole discretion of the Township Committee, if the leave does not cause undue operational disruption in the Police Department. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of the leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay.

Personal leave shall not be granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Members on personal leave of absence for more than two (2) weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. A personal leave is granted with the understanding that the member intends to return to work for the Township. If the member fails to return within five (5) business days after the expiration of the leave, the member shall be considered to have resigned.

b. Family and Medical Leave Act – Members may be eligible for family and medical leave under either the Federal Family and Medical Leave Act (FMLA), or the New Jersey Family Leave Act (FLA), or both. Eligible members may receive up to twelve (12) weeks of leave per year FMLA or twelve (12) weeks every twenty-four (24) months FLA, for the reasons set out below.

In order to be eligible for such leave, members must have one (1) year of service with the Township and have at least one thousand (1,000) hours of work for FLA and one thousand two hundred fifty (1,250) hours of work for FMLA during the previous twelve (12) months.

Leave may be taken for any one of the following reasons:

- Birth of a child
- Placement of a child with the member by adoption or foster care
- To care for a spouse, child or parent (parent in-law for FLA only) with a serious health condition; or
- The member's own serious health condition (FMLA only)

A "serious health condition" is defined as (a) an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider.

For purposes of this policy, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over eighteen (18) years of age, he or she must be unable to care for him/her self due to a serious illness. A parent is defined as the member's or his or her spouse's natural, adoptive or foster parent, stepparent or legal guardian.

Members who wish to take a family leave must submit their request in writing to the Township Clerk thirty (30) days in advance of the beginning of the leave (fifteen (15) days for a leave for your own or your family member's serious health condition), except in emergency conditions. To assist in arranging work assignments during the absence, prior notice is expected to the extent possible, of an expected birth or adoption, as well as an indication, to the extent know, of the expected return date. To facilitate the return to work, two (2) weeks advance notice of the intended return date is requested. Failure to do so may delay the return to work.

As part of the application for leave, all required forms must be completed and submitted to the Township Clerk. The Township Clerk will provide guidance through the application process and the forms that require completion. If the leave is due to the member's serious health condition, or that of a family member, a "Certification of Health Care Provider" form will be required. Failure to provide the necessary forms within seven (7) days prior to the leave may result in the denial or delay of the leave. Where leave is taken on an emergency basis, members must submit the forms to the Township Clerk within fifteen (15) days from the last day worked.

If the leave is for the member's own serious health condition, a second opinion medical examination may be requested which will be paid for by the Township. If the second opinion is in disagreement with the first opinion, a third, neutral medical examination may be required, which will also be paid for by the Township. The third examination opinion will be final. Upon the member's return to work, a certification form provided by the health care provider which attests to the member's fitness to return to work will be required. The Township may also request that the member be cleared for work by a Township selected physician. During the leave, the member will be required to provide medical certification of the member's condition every thirty (30) days, and will be required to report periodically on the continued intent to return to work at the end of the leave.

The following will automatically be substituted for family and medical leave and count against total family and medical leave entitlement:

- Unused annual vacation and personal leave
- Disability leave for which you are eligible, including wage continuation, short and long-term disability, and/or worker's compensation, as a result of the member's own serious health condition that satisfies FMLA leave requirements.

The member will receive seniority credit for the time on leave under this section. Other employment benefits, including earned and accrued time off, shall be preserved at the level accrued as of the commencement of the leave, but shall not accrue further during any such leave period in excess of thirty (30) days. The member will retain any benefits earned prior to the beginning of the leave.

Coverage under the Township's group health insurance plan will continue during the leave of absence under this section on the same conditions as coverage would have been provided had the member been employed continuously during the entire leave.

Members may be eligible under certain circumstances for either reduced or intermittent leave, which involves taking less time off and continuing to work part time during the requested leave. If such leave is taken, the member may be transferred to another similar position during the time of leave. The Township Clerk can provide further clarification of this alternate type of leave and work out a schedule which is best for everyone concerned. Please note however, that given the small size of the Department, this type of alternate work may not be possible.

Certain highly compensated members may not be eligible to take family leave or may not be reinstated to work when ready to return to work. Members who fit into this category will be so advised at the time they request leave and their options will be explained to them.

A family care leave that is related to the birth or adoption of a child must be completed within twelve (12) months of the birth or adoption.

Upon return from a leave, you will be reinstated to your original or an equivalent position, with equivalent pay, benefits and other terms of employment. If, due to the member's own medical circumstances, the member is no longer able to perform their original job, the Township will attempt to make a reasonable accommodation for your limitations with regard to your job duties, including a transfer to alternate suitable work, if available. The Township will require medical documentation from the member's health care provider indicating the nature and extent of the member's limitations with regard to their job duties. The Township may also require a second opinion medical examination, which will be paid for by the Township.

Members who must remain away from work for more than the period of time allowed for family and medical leave will be considered terminated from employment. Members are welcome to re-apply subject to the Township's usual hiring policies.

c. Military Leave Policy – Military leave shall be provided in accordance with New Jersey and Federal Law.

d. Convention Leave – One member of the Chesterfield FOP Lodge #114, not specifically the delegate, shall be permitted to attend any State of National Conference without loss of pay as per N.J.S.A. 11A:6-10 and 40A:14-177 of the New Jersey Statutes.

ARTICLE XII. HOURS OF WORK/OVERTIME PAY/COMPENSATORY TIME

- a. Hours of Work – Members will work eight-four (84) hours during a two-week period on a schedule determined by the Chief of Police and consistent with Title 29, section 207(k).
- b. Overtime – Overtime for members shall be paid at the rate of one and one-half (1 ½) times the member’s hourly rate of pay for all of those hours worked in excess of eighty-four (84) hours per bi-weekly period. All approved time off, except sick time, shall count towards hours worked for purposes of calculating overtime.
- c. Compensatory Time – Under the provisions of the Fair Labor Standards Act (FLSA), compensatory time may be agreed upon by the member and the Police Chief at the request of the member, but may not be imposed by the Chief of Police or the Township in lieu of overtime payment to the member. Compensatory time may be accumulated to be used at a later time. However, accumulated time must be used prior to the member’s anniversary date. Any compensatory time not taken off by the member prior to the anniversary date will be paid at a rate of straight time, as the time and one-half conversion as required by the FLSA has already been calculated. Members may cash out at any time any unused accumulated compensatory time by submitting the proper forms to the Chief of Police.
- d. Outside Employment – All outside employment details assigned by the Chief of Police shall be as prescribed in the Chesterfield Township Code, Chapter 42, Section 17 through 24 incentive.

ARTICLE XIV. SALARY AND OTHER PAY

- a. Method of Payment – The Township shall divide the members established salary by the appropriate number of pay dates in each year of the contract on a weekly basis to establish the member’s pay. Member shall be paid on a bi-weekly basis.
- b. Salary Guide

Position	2012	2013	2014
Recruit	\$ 25,000.00	\$ 25,375.00	\$ 25,883.00
Step 1	\$ 36,000.00	\$ 36,540.00	\$ 37,271.00
Step 2	\$ 40,000.00	\$ 40,600.00	\$ 41,412.00
Step 3	\$ 44,000.00	\$ 44,660.00	\$ 45,553.00
Step 4	\$ 48,000.00	\$ 48,720.00	\$ 49,694.00
Step 5	\$ 52,000.00	\$ 52,780.00	\$ 53,836.00
Step 6	\$ 56,000.00	\$ 56,840.00	\$ 57,977.00
Step 7	\$ 62,492.00	\$ 63,429.00	\$ 64,698.00
Step 8	\$ 68,703.00	\$ 69,734.00	\$ 71,129.00
Step 9	\$ 72,334.00	\$ 73,419.00	\$ 74,887.00
Step 10	\$ 75,805.00	\$ 76,942.00	\$ 78,481.00
Sergeant	\$ 80,884.00	\$ 82,097.00	\$ 83,739.00

Salary increases shall be made only after the Township’s operating budget is adopted for that year. Once the budget has been adopted, members shall receive pay retroactive to January 1 of that year. The retroactive pay shall be made in a timely manner, but at no time shall that

time period exceed forty-five (45) days from the final adoption and effective date of the operating budget and appropriate salary ordinance.

Newly hired police officers shall be placed in the salary guide depending on their length of service, experience and training. The placement of newly hired police officers into a step shall be at the sole discretion of the Township Committee with the advice of the Chief of Police.

c. Call Back Time – Members who are called back to work after having left the premises of the Township, and/or at a time not contiguous to the member’s regular work time shall receive a minimum of two (2) hours pay at a rate of one and one-half (1 ½)times the members hourly rate. Should the call in time exceed two (2) hours, then the member shall be paid at the rate of time and one-half (1 ½) time for the actual time worked. These hours shall not be further included in the eighty-four (84) hour “overtime calculation. Members can be ordered to return to work at the discretion of the Chief of Police.

ARTICLE XV. GRIEVANCE PROCEDURE

a. Definitions:

(1) Grievance – A grievance is a claim based upon a breach, misinterpretation or improper application of the terms of this agreement, or a claim, violation, misinterpretation or improper application of the policies or administrative decisions affecting the terms and conditions of employment as defined in the Employment-Employer Relations Act.

(2) Aggrieved – An aggrieved person means a member or members instituting the grievance.

b. Purpose – The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting members. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

c. Procedure – The number of days at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All grievances must be submitted in writing.

Step 1 – All grievances must be presented within ten (10) working days after the occurrence complained of, or when the member should have known of the occurrence, to the Chief of Police. Failure to act and file written grievances within ten (10) days of the date of the occurrence shall be deemed to constitute an abandonment of the grievance. The Chief of Police shall review the grievance as he deems appropriate and necessary. The Chief shall communicate his decision in writing to the aggrieved within ten (10) working days from receipt of the grievance.

Step 2 – If the aggrieved is not satisfied with the decision, the aggrieved must submit a written grievance to the Township Clerk detailing the facts and the relief requested. The decision in Step 1 will be deemed final if the member fails to submit a written grievance within ten (10) working days of the Step 1 decision. The Township Clerk will render a written decision to the member within ten (10) working days after the receipt of the written grievance.

Step 3 – If the aggrieved is not satisfied with the Township Clerk’s decision, the aggrieved must submit a written grievance to the Township Police Commissioner detailing the facts and the relief requested. The decision in Step 2 will be deemed final if the member fails to submit a written grievance within ten (10) working days of the Step 2 decision. The Township Police

Commissioner will render a written decision to the member within ten (10) working days after receipt of the written grievance.

Step 4 – If the aggrieved is not satisfied with the Township Police Commissioner’s decision, the aggrieved must submit a written grievance to the Township Committee detailing the facts and the relief requested. The decision in Step 3 will be deemed final if the member fails to submit a written grievance within ten (10) working days of the Step 3 decision. The Township Committee will render a written decision to the member within twenty (20) days after the receipt of the written grievance.

Step 5 – If the aggrieved and the Union are not satisfied with the Township Committee’s decision, the aggrieved and the Union may file for arbitration with the Public Employee’s Relations Commission (PERC). The aggrieved and the Union must file the required paperwork within ten (10) days, the Commission’s decision shall be deemed final and binding.

All costs for an arbitrator will be borne equally by both parties. Any other costs incurred by either party will be the sole responsibility of that party.

Failure of the Township to respond to any step of the grievance procedure within the prescribed time limits will automatically move the grievance to the next Step.

ARTICLE XVI. RETIREMENT

When a member retires in good standing with twenty-five (25) years of service under the Police and Firemen’s Retirement System, that member shall be entitled to receive a retired Officers identification and departmental badge identifying the member’s rank at retirement. The member shall also be entitled to receive his department issued duty handgun and three (3) magazines. If the member elects not to receive the department issued handgun, there will be no compensation offered in lieu of receipt of the handgun.

When a member retires in good standing with twenty (20) years of service under the Police and Firemen’s Retirements System, that member shall be entitled to receive a retired Officers identification and departmental badge identifying the member’s rank at retirement.

When a member is injured in the line of duty and retired in good standing with the Township as well as the accidental disability provisions of the Police and Firemen’s Retirement System, the member shall be entitled to receive a retired Officers identification and departmental badge identifying the member’s rank at retirement.

Any member who retires under the Police and Firemen’s Retirement System and does not meet any of the requirements as outlined above but feels they should receive a retired Officer’s identification and/or departmental badge shall make a written request to the Chief of Police. In conference with the Township Committee, the decision of the Chief of Police shall be final.

ARTICLE XVII. MEDICAL BENEFITS

a. Medical Benefits – Members shall receive the same health benefits as provided to all other Township employees and their families, which is currently NJ Direct 15, but is subject to change. If the member chooses to participate in a different plan, the member is responsible to pay the additional cost.

b. Opting Out of Medical Benefits – Members who have health insurance coverage through other sources and do not require health insurance coverage through the Township will be

provided with the following incentives should they choose not to participate in the Township's plan:

- \$1,000 incentive for members who choose the Township health insurance benefit for themselves only.
- \$1,500 incentive for members who do not participate in the Township health insurance plan at all.

All incentives will be paid in one lump sum payment with the member's first pay in December. In order to be eligible for these incentives, the member must have been employed by the Township on January 1st and December 1st of the same calendar year.

Any member whose situation changes during the year and wishes to enroll in the Township's health insurance coverage will be accommodated as the New Jersey Health Benefit Plan allows.

c. Dental Insurance – Members shall receive dental insurance coverage as provided to all other Township employees and their families, which is currently Horizon Dental Choice, but subject to change, through the New Jersey State Health Benefits Program. If the member chooses to participate in a different plan, the member is responsible to pay the additional cost. There is no incentive offered by the Township to opt out of dental insurance.

d. Workers Compensation Insurance – Members who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers compensation Act. The Township provides Workers Compensation benefits through its membership in a Joint Insurance Fund. Any occupational injury or illness must be immediately reported to the Supervisor and the Police Chief, who will then inform the Township Clerk or her designee responsible for the filing of insurance claims. All required medical treatment must be performed by a Workers Compensation Physician designated by the Joint Insurance Fund and payment for unauthorized medical treatment may not be covered pursuant to the Act.

Members injured in the line of duty will receive their full pay, to include any scheduled increases and benefits until they are cleared to return to work, or for one (1) year, whichever occurs first. Workers Compensation payments received by the member will be signed over to the Township. Whenever possible, every effort will be made to have the benefit checks sent directly to the Township.

e. Disability Insurance – The Township provides Disability Insurance to members who are injured away from the job but are unable to perform their duties with the Township. Any injured member who is eligible for Disability Insurance must report that injury immediately to the Police Chief who will then notify the Township Clerk. The Township Clerk will provide the required forms for completion.

All members injured off the job will have the option of receiving his or her full pay with the use of sick time. If the member chooses this option, Disability payments received by the member will be signed over to the Township or, whenever possible, the benefit checks will be sent directly to the Township.

ARTICLE XVIII. CLOTHING ALLOWANCE

The Township shall provide all members with a clothing allowance to be used for all cleaning and maintenance of their uniforms, but not for the purchase of uniforms.

The amount of the clothing allowance is \$500 per year for all members. The clothing allowance shall be paid in one lump sum payment with the member's first pay in December. In order to be eligible to receive the clothing allowance, the member must be employed with the Township on December 1st. Members joining the Police Department after January 1st will receive a pro-rated amount.

ARTICLE XIX. SEVERABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any officer or group is held to be contrary to Law, then such provision or application shall not be deemed valid and continuing except to the extent permitted by Law, but all other provisions or application shall continue in full force and effect.

ARTICLE XX. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2012 through and including December 31, 2014. The subject Agreement shall determine the rights and responsibilities of the parties for the Agreement by and between from January 1, 2012 to December 31, 2014.

This Agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

ARTICLE XXI. FULLY BARGAINED AGREEMENT

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.

This Agreement represents and incorporates the complete and final understanding of settlement by and between the parties on all bargained 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 contained herein, nor covered by this Agreement, nor within the contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

CHESTERFIELD TOWNSHIP FOP #114

TOWNSHIP OF CHESTERFIELD

Edw. Vincent

Edward Vincent, President

Michael J. Hlubik

Michael J. Hlubik, Mayor

Edw. Vincent

Witness

Caryn M. Hoyer

Caryn M. Hoyer, Township Clerk