

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOROUGH OF CHESILHURST

AND

LIEUTENANT OF POLICE

CHESILHURST PBA LOCAL #362

JANUARY 01, 2016

THROUGH

DECEMBER 31, 2020

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AGREEMENT

This agreement, dated the first day of January, 2016 shall remain effective until December 31, 2020, by and between the Borough of Chesilhurst and Chesilhurst PBA Local 362 and shall be effective, retroactive for all purposes unless otherwise stated herein to and from the first day of January, 2016 through December 31, 2020.

RECOGNITION

ARTICLE 1

The Borough recognizes PBA Local 362, Chesilhurst Unit as the exclusive majority representative for the collective negotiations for all terms and conditions of employment for the Lieutenant of Police.

INTENT AND PURPOSE

ARTICLE 2

It is the intent and purpose of the parties hereto, in entering into this agreement, to maintain and promote harmonious relations and close cooperation between the Borough and the Lieutenant of Police 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 the Lieutenant of Police or member of PBA Local 362, 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 Lieutenant of Police.

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 PBA Local 362 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 PBA Local 362 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 PBA Local 362 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 PBA Local 362 shall, in writing and signed, file the grievance with the Public Safety Committee within seven (7) calendar days following the determination at a 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 PBA Local 362 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 PBA Local 362 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 to the other parties within ten (10) calendar days following receipt of Borough’s 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 New Jersey Board of Mediation or 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 PBA Local 362. Any other costs shall be paid by the party that incurred them.
- (4) The decision of the arbitrator shall be final and binding upon the Employer and the majority representative PBA Local 362.
- (5) A failure to respond to any steps in 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 PBA Local 362 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 PBA Local 362 to hold said meetings or hearings 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 changes 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 hearings 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 stenographically 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 PBA Local 362 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 PBA Local 362 hereby agree that matters involving department 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 PBA Local 362, 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 PBA Local 362 agrees to file in writing the names of authorized person(s) delegated to represent and handle police department matters pertaining to the Contract of the Lieutenant of Police.

MUTUAL COOPERATION

ARTICLE 6

The majority representative PBA Local 362 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 pursuit of harmonious relations between the majority representative PBA Local 362 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 PBA Local 362 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 PBA Local 362 further agrees that, during the term of this agreement, it shall cause no strikes, work stoppages, slowdowns or other acts of disharmony contrary to the intent of this agreement or law. The majority representative PBA Local 362 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 PBA Local 362 agrees that any and all such members so engaged shall be immediately subject to disciplinary action. Majority representative PBA Local 362 further agrees that it will immediately notify all of its members that such action is not sanctioned by the majority representative PBA Local 362 and that the Association joins with the Borough of Chesilhurst in insisting that all officers cease and desist immediately.

Majority representative PBA Local 362 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

PBA Local 362, 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.

The Lieutenant of Police 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) month 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 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.

LEGAL REFERENCE

ARTICLE 10

Nothing in this agreement shall alter the authority 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 PBA Local 362 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 the Lieutenant of Police 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 the Lieutenant of Police with the Borough shall have the right to freely organize, join and support the P.B.A. 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 the Lieutenant of Police of the Borough in the enjoyment of any rights conferred by chapter #303, Public Laws 1968 or other laws of 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 P.B.A. and its affiliates, collective negotiations with the Borough of Chesilhurst or his or hers' institutions 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 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 responsibility 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 till 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's 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 the Lieutenant of Police of the Borough of Chesilhurst for the year 2016 and the years thereafter shall be entitled to overtime. When the hours worked in excess of a ten (10) hour work day, shall be paid as follows:

- (1) Hours worked in excess of a ten (10) hour work day shall be paid at one and one-half the straight rate of pay.
- (2) Hours worked on regular days off shall be paid at one and one-half the straight rate of pay.
- (3) When The Lieutenant of Police is called in for non-scheduled work he/she will be guaranteed a minimum of three (3) hours pay at one and one-half the straight rate of pay.
- (4) The Lieutenant of Police will have a minimum of eight hours off between shifts, if he/she is called back to cover a vacancy and the eight hour requirement has not been met he/she will receive three (3) hours pay at one and one-half the straight 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 the Lieutenant of Police works any overtime, it is his/hers discretion to take overtime or compensatory time for the hours worked.
- (7) The Lieutenant of Police can accumulate up to 480 hours of compensatory time. An employee will only be paid for 100 hours at the time of his/her separation from employment from the Borough and the time will be paid out on a straight time (non-overtime) hourly rate.

COMPENSATION FOR COURT TIME

ARTICLE 17

The Borough of Chesilhurst agrees that the Lieutenant of Police is compensated for his/her time required in Municipal Court, Juvenile Court, County Superior Court, Federal Court or Motor Vehicle Court in Trenton, when he/she is off duty.

- (1) Beginning January 01, 2016 and continuing each contract year thereafter, \$150.00 per Municipal Court within the Borough of Chesilhurst and also other municipal courts within the State of New Jersey.

- (2) Beginning January 01, 2016 and continuing each contract year thereafter, \$150.00 for all other-enumerated appearances including Juvenile Court and/or Juvenile Conference Committee held within the Borough of Chesilhurst.
- (3) The time accumulated for court will be paid to the Lieutenant of Police in a separate check the first pay period in November.

HEALTH INSURANCE

ARTICLE 18

All employees and dependents of employees will be covered by this agreement. All employees shall make contributions toward the cost of their insurance benefits in the amounts set forth in P.L. 2011, C. 78. Employee premium contributions shall be deducted on a pre-tax basis as permitted by law.

- (1) The Borough agrees to provide the Lieutenant of Police with medical, dental and vision after 90 days of service with the Department.
- (2) The insurance will be equal to or better than coverage now provided.
- (3) Prescription coverage will be provided for the Lieutenant of Police and his dependents.
- (4) Upon retirement and after twenty five (25) years of service with the Borough of Chesilhurst Police Department, the Lieutenant of Police shall be entitled to receive, insurance coverage equal to or better than coverage currently in effect along with a drug prescription plan, as though the Lieutenant of Police were still employed by the Borough of Chesilhurst. Upon his death, his spouse will receive insurance coverage as if the Lieutenant of Police were still living, so long as she does not remarry.

PERSONAL DAYS

ARTICLE 19

The Borough of Chesilhurst agrees that the Lieutenant of Police will be entitled to five (5) personal days, which may be used at his/her discretion.

CLOTHING ALLOWANCE

ARTICLE 20

The Borough of Chesilhurst agrees to outfit the Lieutenant of Police with five (5) sets of summer and five (5) sets of winter uniforms upon receiving his/her promotion to the rank of Lieutenant of Police.

- (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 upon separation of employment from this department. If any article is not returned it is the responsibility of the employee to either replace the article or pay for the equipment.
- (2) The Borough of Chesilhurst will issue the Lieutenant of Police a bullet proof vest and will have his/her bullet proof vest replaced as recommended by the manufacturer. The full amount will be paid by the Borough of Chesilhurst.
- (3) The Lieutenant of Police will receive one thousand dollars (\$1,000.00) yearly allowance. Police personnel will be allowed to spend their clothing allowance at any business that participates with our voucher purchase 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) The Lieutenant of Police shall also be entitled to a total allowance for cleaning and maintenance of his clothing and uniforms in the sum of five hundred dollars (\$500.00) yearly allowance. This allowance shall be paid in full beginning on January 01, 2016 and each contract year thereafter. The allowance is not for the purchase or replacement of uniforms or clothing, but is to offset the cost of cleaning and maintaining these items.
- (5) The Borough of Chesilhurst shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Lieutenant of Police for the cost of replacing such items.
- (6) It shall be left to the professional discretion of the Lieutenant of Police as to when he should wear a formal or informal uniform or plain clothes.
- (7) 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 two hundred dollars (\$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 his/her 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 employees usual starting time, except in cases of an extreme emergency where the employee is unable to do so.
- (5) Sick leave shall accrue for the Lieutenant of Police at the rate of twenty (20) days per year; he/she may carry over five (5) days of the unused portion to the following contract year. Sick leave cannot exceed twenty five (25) days.
- (6) 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.
- (7) At the discretion of the Chief of Police with just cause, the employee seeking sick leave may be required to submit medical evidence which may result in denial of sick leave benefits and the employee will suffer loss of pay for the unauthorized time period.

In the event sick leave is not approved or the employee has exhausted his/her accumulated sick leave, the absence may be charged to the employee's vacation time.

- (8) Abuse of sick leave will be cause for disciplinary action.
- (9) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon certification of the County Health Department.

(1) **MATERNITY LEAVE:**

A female employee will not be affected if she should become(s) pregnant. A female employee may be granted maternity leave in the event she has written confirmation from a physician. The female employee should be removed from street patrol duties three (3) months into her pregnancy. She 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.

The Lieutenant of Police 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 the Lieutenant of Police shall receive compensation for services rendered and payment of services will be received every fourteen (14) days.

- (1) Effective upon the date of the execution of this agreement through December 31, 2020, there will be yearly increases per the following requirements listed below, Article 22 Section 2.
- (2) Lieutenant of Police salary grade:

Contract Year 2016: \$95,000.00

Contract Year 2017: \$96,900.00

Contract Year 2018: \$98,838.00

Contract Year 2019: \$100,814.76

Contract Year 2020: \$102,831.06

VACATION BENEFITS

ARTICLE 23

The Lieutenant of Police having (3) three years to (5) five years of continuing service shall be entitled to (14) fourteen vacation days. Lieutenant of Police having (6) six years to (15) fifteen years of continuing service shall be entitled to (25) twenty five vacation days. Lieutenant of Police having (16) sixteen years to (30) thirty years of continuing service shall be entitled to (30) thirty 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 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 Chief of Police. 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 the Lieutenant of Police shall have earned his/her vacation time as of his/her anniversary date of hire.

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:

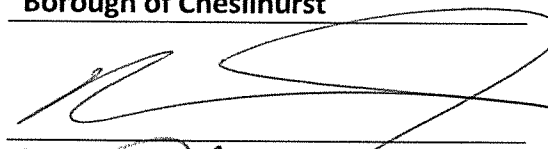
Four (4) working days off with pay in the event of death to Father, Mother, Spouse, Children, Brother, Sister, Grandparent, Grandchild, Son-in-Law, Daughter-in-law, Mother-in-law, Father-in-law, Brother-in-law and Sister-in-law.

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

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 affix to this 11TH day of February, 2016.

Borough of Chesilhurst

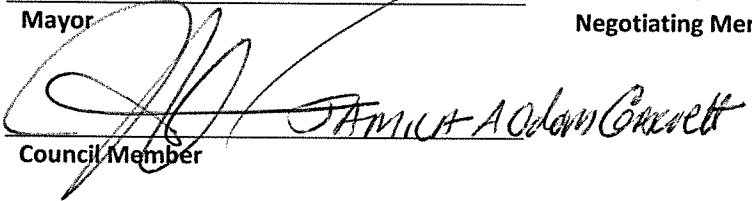
Chesilhurst Police Department



LT. Jeffrey J. Santt #23
LT. Jeffrey J. Santt #23

Mayor

Negotiating Member



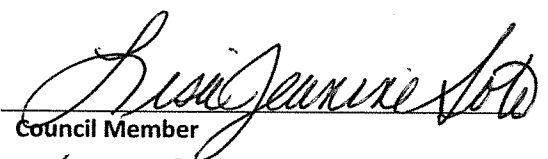
AMICA A. Adams Corbett

Council Member



Russell Hain

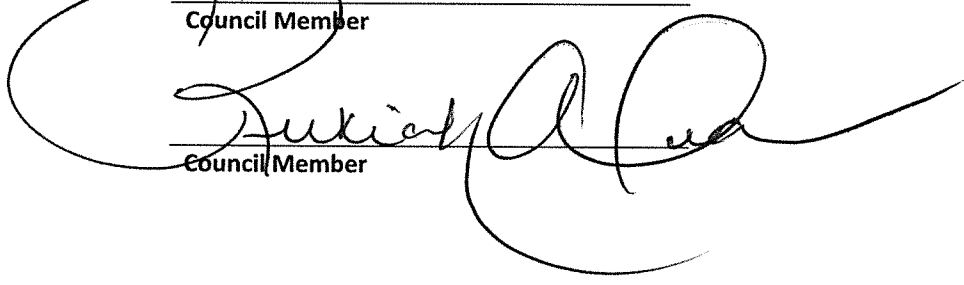
Council Member



Council Member



Council Member



Council Member

Council Member



CLERK