

CONTRACT

Between

The Chester Township Superior Officers Association

and

The Township of Chester

for years

2020

2021

2022

2023

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PREAMBLE

THIS AGREEMENT, dated this ____ day of _____ 2020, by and between the Township of Chester, County of Morris, State of New Jersey, (hereinafter called the Township) and the Chester Township Superior Officers Association (hereinafter called SOA) representing the complete and final understanding on all negotiable issues between the Township and the SOA.

This agreement shall be in effect for the period commencing January 1, 2020 and ending December 31, 2023. If the parties have not executed a successor agreement by December 31, 2023, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

ARTICLE 1
RECOGNITION

The Township hereby recognizes the SOA as the sole and exclusive negotiating unit for all Lieutenants in the Chester Township Police Department, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law.

ARTICLE 2
REASONABLE NEGOTIATION SCHEDULE

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

ARTICLE 3
SICK LEAVE

- A. Sick Leave is defined as the absence (with pay) from duty of a Lieutenant or employee because of injury or illness, or the attendance upon a family member who is ill or injured. A certificate from a physician may be required as proof of the necessity of sick leave. Additionally, members shall be allowed to use sick time for any and all purposes as stated in the New Jersey Paid Sick Leave Act, N.J.S.A. 34:11D-1, *et seq.*
- B. Time available for sick leave shall accrue as follows:
1. During the calendar year of initial employment with the Township, one (1) 8 hour day for every five (5) weeks of employment, regardless of actual number of hours worked per day.
 2. For each year after the initial year of employment with the Township, one (1) 8 hour day per month for a total of twelve (12) days for the year regardless of actual number of hours worked per day.
- C. Accrued sick leave:
1. Time available for sick leave, but not taken as sick leave, shall be called "accrued sick leave" and may be carried over from year to year, or may be paid out as cash pursuant to this Article 3. Each day of accrued sick leave shall carry with it a dollar value equivalent to eight (8) hours of standard time hours at the rate of pay at which it was earned.
 2. Accrued sick leave shall be computed as the total number of days available for sick leave over the entire tenure of a Chester Township Lieutenant, less any sick leave taken during the employee's tenure.
- D. Sick leave will be available as follows:

1. Sick leave shall be subtracted from accrued sick leave, beginning with the most recently accrued sick time and working in reverse order, as needed.
 2. Each shift missed shall be subtracted from the accrued sick leave as one (1) 8 hour day, regardless of the length of the shift missed.
 3. Partial shifts, where the Lieutenant leaves early, shall be deducted on a per hour basis.
- E. Lieutenants in good standing that were hired by the Township prior to May 21, 2010 may request a cash disbursement of accrued sick leave as follows:
1. Lieutenants will be required to maintain a minimum of thirty (30) days of accrued sick leave prior to any requests for disbursement.
 2. Written requests for cash disbursements shall be made by the Lieutenant to the PBA President, who will turn over the requests to the Police Committee January 31st of each year.
 3. Total disbursement liability to the Township, inclusive of disbursements to the Lieutenant unit and the rank and file unit, shall not exceed \$40,000 in any one year.
 4. The total disbursement will be divided by the number of officers (rank and file plus Lieutenants) wishing to receive payment or as determined by the SOA.
 5. An accounting of the time each Lieutenant has accumulated as of the signing of this contract will be attached. The number of days will be verified and initialed by the Lieutenant, the Chief of Police and the Chief Financial Officer. (See Appendix B)
 6. Each Lieutenant will be required to sign a statement upon withdrawing cash from his accrued sick leave acknowledging that he or she is aware the days he or she is being paid

for are no longer available for any reason. Payment for eligible sick time shall be made no later than the 2nd pay period of April of the subsequent year following the request.

- F. Each Lieutenant in good standing that was hired prior to May 21, 2010, upon retirement or voluntary termination, for other than disciplinary reasons, shall be entitled to a cash disbursement of all accrued sick leave earned over the course of employment, as follows:
1. After ten (10) years of Township service - 50% of days accrued
After fifteen (15) years of Township service - 75% of days accrued
After twenty (20) years of Township service - 100% of days accrued
 2. If a member who retires or voluntarily leaves the force, has over the course of his employment, been paid cash disbursements pursuant to Article 3, Paragraph E which amount to more than he or she is entitled pursuant to this paragraph F, he or she shall reimburse the Township for any such overpayment within 90 days unless otherwise agreed upon by the Lieutenant and the Mayor and Township Council. The Township is hereby authorized to utilize any amounts held on behalf of such Lieutenant to satisfy this obligation, and any amount due over and above funds held by the Township shall be a debt payable by the member to the Township.
- G. For each Lieutenant hired by the Township after May 21, 2010, payment of accumulated sick time shall be upon retirement through the NJ Police and Firemen's Retirement System, as set forth in Section F, Subsection 1 above, up to a maximum as per N.J.S.A. 40A:9-10.4.
- H. Any Lieutenant terminated for cause or otherwise not in good standing, shall forfeit all rights pursuant to this Article 3 and shall reimburse the Township for all cash disbursements made which amount to more than he or she is entitled pursuant to this Article 3 as described in Paragraph F.2 within 90 days unless otherwise agreed upon by the Lieutenant and the Mayor and Township Council.

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

- J. In the event that a Lieutenant in good standing dies prior to retirement, any amounts to which the Lieutenant is entitled pursuant to this Article 3 shall be paid to said Lieutenant's designated beneficiary on record with the Township.

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

ARTICLE 4
VACATIONS

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

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

2. On January 1st of the first complete year of employment following the year in which the Lieutenant was hired by the Township, the following schedule shall apply;

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

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

ARTICLE 5
BEREAVEMENT LEAVE

- A. All members will be entitled to bereavement leave in accordance with the following:
1. Death of father, step-father, mother, step-mother, grandmother, step-grandmother, grandfather, step-grandfather, husband, life/civil union partner, wife, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-father, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, or any relative living in the household with the member - inclusive from the day of death to the day after the burial. During a state of emergency, bereavement leave shall be the shorter of the day of death to the day after the burial or a maximum of 14 calendar days unless otherwise authorized by the Chief of Police, his designee, or Police Liaison.
 2. Death of uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree not living in the member's household, or grandparents of spouse will be the day of burial only.
- B. Exceptions to this rule will be made when the deceased is buried in another city or state and the member would be unable to return to duty with the leave granted.
- C. The Chief of Police shall also have authority to grant special consideration in unusual cases not covered by the above.

ARTICLE 6
GRIEVANCE PROCEDURE

A. Purpose

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

B. Definition

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

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One:

1. An aggrieved employee shall institute action under this provision in writing to his immediate supervisor following the chain of command for the purpose of resolving the matter informally within fourteen (14) calendar days of occurrence of the grievance. Failure to act within said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance.

2. The immediate supervisor shall render a written decision within ten (10) calendar days after receipt of the grievance.

3. If the immediate supervisor is not available, the grievant shall be automatically referred to step two of the grievance procedure as outlined.

Step Two:

In the event that no immediate supervisors are in existence at the time of the grievance, or the grievance is not settled in step one, the grievance shall be submitted in writing to the Chief of Police or his or her designee. The Chief, or his/her designee, shall render a decision in writing within ten (10) calendar days after the grievance is presented to him or her.

Step Three:

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

Step Four: Arbitration

1. If the grievance is not settled after steps one, two and/or three, either party may refer the matter to the New Jersey Public Employees Relations Commission within fifteen (15) calendar days after the determination of the Township Council or its designee. An arbitrator shall be selected pursuant to the rules of the New Jersey Public Employees Relations Committee.

2. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him or her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of the Agreement or any amendment or supplement thereto, except as provided by law. The decision of the arbitrator shall be final and binding on all parties to this Agreement. However, this decision shall not be considered a precedent for future interpretation of the provisions of this Agreement.

3. The cost for the services of the arbitrator shall be borne equally between the Township and the Association. Any other expenses including, but not limited to, the presentation of witnesses shall be paid by the party incurring same.

4. The arbitrator shall only be permitted to hear one grievance on only one issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent by the Township and the employee/Association prior to the commencement of the arbitration.

5. Either the Township or an employee may waive any step of the grievance procedure but said waiver can only be done in writing and with the consent of the other party in question.

6. The time limits set herein shall be strictly adhered to. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, the disposition of the grievance at the proceeding step will be deemed to be conclusive. However, if the grievance is not processed due to the failure of the Township or its designee to render a decision within the time limits specified, then the grievance will be deemed to have been denied at that step. Nothing herein shall prevent the parties involved from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

7. A group grievance of more than one (1) employee shall be signed by each aggrieved employee.

8. The Township shall permit one (1) representative of the Association and the grievant, or a representative of the grievant, to attend grievance conferences and hearings at no loss of regular straight time pay. Meetings and hearings will be scheduled at mutually agreeable times.

9. It is agreed between the parties that no arbitration shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the employee's governing body or its representative on the grievance.

ARTICLE 7
SCHEDULE CHANGES

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

ARTICLE 8
OFFICER IN CHARGE

During any time a Lieutenant is serving as the appointed Officer-in-Charge (“OIC”) due to the temporary absence of the Chief of Police, the Lieutenant shall have full use, both on and off duty, of their assigned department vehicle. In the event a Lieutenant is serving as the appointed OIC due to any long-term absence of the Chief of Police, the Township Council shall have the discretion to increase the rate of pay of the Lieutenant temporarily.

ARTICLE 9
REIMBURSEMENT FOR EXPENSES

- A. All Lieutenants shall be reimbursed at the rate set by the Internal Revenue Service for the year of the request, for use of their personal automobiles when engaged in Township business. Other reasonable "out of pocket" expenses necessitated by police business will be reimbursed for assignments involving:
1. Travel outside the Township of Chester of more than four (4) hours duration.
 2. Overtime situations within the Township of Chester involving more than thirteen (13) hours of continuous duty.
- B. Reimbursements will only be paid pending approval by the Chief of Police.
- C. Any Lieutenant who demonstrates to their direct supervisor that their uniform or equipment is no longer usable, due to damage or permanent soiling in the line of duty, that Lieutenant shall receive reimbursement for purchase of new clothing or equipment with prior written authorization from the Chief of Police or his designee. In the event of any changes in uniform (new style/patch/rank change, etc.), the Township of Chester shall provide each Lieutenant effected by such change with a new set of uniforms equal to the number of uniforms issued to newly hired or promoted Lieutenants, or reimburse the Lieutenant for these changes in uniform.
- D. Each Lieutenant shall receive on January 1 of each year of this Agreement an annual \$1,000 credit to be used towards the purchase of uniforms and equipment. The credit cannot be carried into the following calendar year. All vendors and purchases must be approved prior to purchase by the Chief of Police, or an individual designated by the Chief to review the purchases.

ARTICLE 10
REIMBURSEMENT FOR EDUCATION EXPENSES

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

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

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

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

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

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

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

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

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

6. All Lieutenants shall enjoy the same benefits as described in the paragraph above, however, with the additional requirement that such Lieutenant must remain employed by Chester Township as a police officer for at least 5 years after any payment has been made by the Township pursuant to the paragraph above. In the event that said Lieutenant leaves for any reason before this five-year period has elapsed, the Lieutenant shall reimburse the Township for any and all payments made to him or her under this Article 9. Reimbursement to the Township shall first come from any funds held by the Township on behalf of the Lieutenant, including, but not limited to, any accrued time (*i.e.* Accrued Sick Time, Overtime), which the Township is hereby authorized to utilize as offset, and then from payments made directly from the Lieutenant to the Township.

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

1. has previously earned a Bachelors Degree from an accredited educational institution;
2. successfully completes each Masters level course with the equivalent grade of "C" or better and provides proof of same along with receipt for tuition paid;
3. enrolls in and completes the Masters level course while employed as a Chester Township police officer;

4. remains employed by Chester Township as a police officer for at least 5 years after any payment has been made by the Township for Masters level credit. In the event that employment is terminated for any reason before this five-year period has elapsed regardless of when said Lieutenant first was hired by Chester Township, the following pro-rated schedule shall apply towards reimbursement.

a. If the Lieutenant separates;

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

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

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

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

b. After the completion of 5 years, the Lieutenant is not required to make any reimbursement towards the Township. Any monies that are to be repaid shall be made by the Lieutenant to the Township according to Paragraph A of this Article 9.

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

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

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

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

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

- C. The pursuit of additional education will take place during a Lieutenant's nonworking hours.
- D. No more than 30 credits total (rank-and-file officers and Lieutenants combined) may be taken in a single calendar year. Scheduling shall be at the discretion of the Chief in order to not impair the normal business of the Township.
- E. Lieutenants must submit requests for enrollment to the Chief no later than forty-five (45) days prior to the commencement of the semester and will be granted based on years of service with the Township.
- F. Online courses do not qualify for reimbursement unless prior approval is received from the Chief of Police and proof is submitted that all credits are transferable to Rutgers, the State University.

ARTICLE 11
PHYSICALS

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

ARTICLE 12
HEALTH INSURANCE

- A. Insurance for Lieutenants, spouses, and dependents (children up to 26 years of age) shall be through the New Jersey State Health Benefits Plan and be reviewed annually. Lieutenants will be required to contribute to the cost of said benefit as prescribed by Public Law 2011, Chapter 78, Year 4 employee health care contribution rates. In addition, the base plan shall be established as the Horizon Omnia plan or an equivalent plan. If a Lieutenant voluntarily selects a more expensive plan than the base plan, he/she shall be responsible for 100% of the additional cost. The contribution is in addition to the normal contribution per Public Law 2011, Chapter 78. Upon retirement of all full-time police personnel, the Township shall maintain medical insurance coverage for the retiree and, for the lifetime of the retiree, his/her spouse and all eligible dependents. The requirement to provide retiree medical coverage for spouses and dependents shall terminate upon the death of the retiree. Medical coverage shall be the same as that received by the full-time police personnel and shall remain in effect indefinitely.
- B. Retirees shall contribute towards the cost of health coverage at the Chapter 78 rate applicable to their annual pension amount. This is in accordance with the resolution adopted by the Chester Township Council on October 3, 2017 acknowledging the provisions of Chapter 48, Public Laws of 1999.

ARTICLE 13
DENTAL INSURANCE

The Township will provide dental insurance to actively employed, full time Lieutenants with terms equivalent to or better than the terms of the policy provided in 2020 through the Township's approved dental benefit carrier.

ARTICLE 14
COURT APPEARANCES

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

ARTICLE 15

SALARIES

- A. Salaries for Lieutenants are specified in annual amounts in a multi-step schedule. A Lieutenant's pay, however, will be prorated to that portion of the annual amount shown equal to the portion of the year employed at a step (See Appendix A). The applicable salary for a Lieutenant shall be known as the base rate of pay. The wage chart will be marked as Appendix A and attached to and made part of this contract.
- B. Step Advances and Percentage Increases shall be as follows: Lieutenants shall move up steps on the anniversary of their promotion into the unit (or the anniversary of their hiring if they were hired directly into a Lieutenant position) and shall receive the rate of pay in effect for that year.

ARTICLE 16

OVERTIME

- A. If a Lieutenant is called back to duty or is required to respond back to duty as per department policy, they will receive credit for overtime hours, to a minimum of three hours adding any actual time worked beyond the initial three hours. Lieutenants shall not be eligible to collect monetary overtime for additional hours worked in connection with their assigned administrative duties.

- B. All overtime shall be approved by the Chief of Police or the appointed designee of the Chief. The Lieutenant may elect at the time of incurring the overtime, to be paid for the overtime, or receive a credit for comp time. If no election is made at the time of incurring the overtime, then the overtime shall be in the form of a credit for comp time. Lieutenants are exempt employees who generally will not be permitted to earn overtime.

ARTICLE 17
EMERGENCY MEDICAL RESPONDER

All Lieutenants will be required to maintain their status as Emergency Medical Responders (“EMR”) as a condition of their continued employment. Lieutenants will ensure that they complete all required coursework to maintain their certifications. Proof of EMR certification status shall be provided to the Chief of Police by the SOA at the time the Lieutenants receive such proof. All tuition expense costs will be covered by the Township of Chester for the first time attempt at recertification during each recertification period. Courses must be taken during active shifts unless prior approval is obtained from the Chief of Police. Courses taken outside of active shifts will be eligible for compensatory time.

ARTICLE 18

OUTSIDE EMPLOYMENT AND OUTSIDE CONTRACT WORK

- A. The Township agrees that Outside Employment by Lieutenants shall be permitted, providing the activities do not interfere with the employment and duties required by the Township. It is recognized and acknowledged by both parties that their duties as Lieutenants for the Township have first priority and must be fulfilled without impairment from outside employment.

- B. All contracted off duty work for police related duties for private employers shall be in accordance with Chapter 41, Section 13 of the Chester Township Code and, in accordance with Ordinance No.2020-06, shall be paid at a rate of \$87.00 per hour.

ARTICLE 19
PERSONAL DAYS

Each Lieutenant shall be granted two (2) personal days per year to be used during an emergency or unplanned life event. Personal Days cannot be carried into the following year and must be used in whole shifts. Use of Personal Days may be authorized by the Lieutenant's supervisor, but final approval shall be made by the Chief of Police or designee. Notice of the need for a personal day must be timely made prior or concurrent to the event. Approval (or disapproval) of the leave may occur at the time of the leave or, in certain circumstances, after the fact.

ARTICLE 20
MATERNITY LEAVE

A. Female Lieutenants shall advise the Employer of a pregnancy. The rights of a female Lieutenant shall include but not be limited to the following provisions:

1. The female Lieutenant shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Lieutenant's own choosing.

2. In addition to the other provisions of this Article, the female Lieutenant shall be permitted to use accumulated sick time and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.

3. In addition a Lieutenant with one (1) year or more of service shall be granted, on thirty (30) days' prior notice, maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of seniority or benefits provided she notifies the Chief of Police in writing no later than after six (6) months of leave that she intends to return.

4. The female Lieutenant shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.

5. Upon return to active duty status, the female Lieutenant shall be placed in the same position which she held before departing for maternity status.

B. Male Lieutenants shall be granted leave in accordance with the Family and Medical Leave Act, 29 USC §2601 et seq. and/or the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq.

ARTICLE 21
ROAD PATROL

Lieutenants may be assigned to serve in the capacity of road patrol officers in the event of natural disasters, states of emergency, or similar circumstances, or at the discretion of the Chief of Police, the exercise of which shall be reasonable and shall not be arbitrary or capricious.

ARTICLE 22

SOA TIME

- A. Including the time paid for the PBA Convention and Mini-Convention for one (1) representative, the Township agrees to grant Members of the SOA a total of three (3) days in aggregate for time off without loss of pay, for the purpose of conducting SOA business. These days shall be in addition to the time off that the Township is required to grant as required by law.

- B. The PBA President shall notify the Chief of Police in writing at least one week in advance, identifying the event, the dates and the SOA members intending to use those days. Use of SOA Time shall be limited to one (1) member per day used.

ARTICLE 23
MISCELLANEOUS

- A. Definition: "In good standing." Throughout the text of this document, the term "in good standing" shall be used to mean that the Lieutenant is scheduled for full time active duty and is not subject to suspension for any reason, including disciplinary.
- B. Benefit. This Agreement, upon execution and delivery by the parties, shall be binding upon and insure to the benefit of the successors and assigns of the Police and the Township.
- C. Construction. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey applicable to agreements to be performed entirely within such state.
- D. Assignment. It is expressly understood and agreed that neither the Police nor the Township shall have the right to assign this Agreement.
- E. Fees and Expenses. The parties shall each pay their own expenses, including but not limited to legal and accounting fees, in connection with this agreement.
- F. Amendment; Entire Agreement. This Agreement contains the entire agreement by the parties hereto with respect to the transactions contemplated hereby. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth in this Agreement or in any documents described herein. This Agreement shall not be modified or amended except in writing signed by or on behalf of the parties.
- G. Notice. Any notice, request, instruction, or other document to be given hereunder by either party hereto to the other shall be deemed to have been duly given if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid properly addressed as follows:

(1) If to SOA:

Police Headquarters 1 Parker Road
Chester, New Jersey 07930

(2) If to Township:

Robin Collins
Administrator
Township of Chester
1 Parker Road
Chester, New Jersey 07930

- H. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which collectively shall constitute but one and the same instrument.
- I. Paragraph Headings. The paragraph and subparagraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provisions thereof.
- J. Number, Gender, etc. within this agreement. When the context so requires, the singular includes the plural and the plural the singular, and words of the masculine gender include the feminine and neuter and words of the neuter gender include any gender. In this Agreement, the words "include and including" are used in the illustrative sense and not in the exclusive sense.
- K. No Waiver. The failure of either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, or agreement.
- L. Enforceability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances

other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 24
SIGNATURES

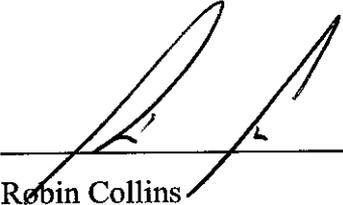
Each of the individuals whose signatures appear below hereby represents that they are authorized, either individually or jointly to execute this Agreement and to bind the respective parties to this Agreement.



President, SOA



Marcia Asdal
Mayor, Township of Chester



Robin Collins
Administrator, Township of Chester

Appendix A

Salary Guide

Lieutenant	2020	2021	2022	2023
4	\$125,740	\$128,208	\$130,724	\$133,288
3	\$128,240	\$130,708	\$133,224	\$135,788
2	\$130,740	\$133,208	\$135,724	\$138,288
1	\$133,240	\$135,708	\$138,224	\$140,788

Hourly Rate Guide *

Lieutenant	2020	2021	2022	2023
4	\$59.99	\$61.40	\$62.85	\$64.08
3	\$61.18	\$62.60	\$64.05	\$65.28
2	\$62.38	\$63.80	\$65.25	\$66.48
1	\$63.57	\$64.99	\$66.45	\$67.69

Overtime Rates

Lieutenant	2020	2021	2022	2023
4	\$89.99	\$92.10	\$94.28	\$96.12
3	\$91.77	\$93.90	\$96.08	\$97.92
2	\$93.57	\$95.70	\$97.88	\$99.72
1	\$95.36	\$97.49	\$99.68	\$101.54

