

AGREEMENT

Between

BOROUGH OF CHATHAM

AND

CHATHAM PBA LOCAL NO. 226

Effective January 1, 2018 through December 31, 2020

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AGREEMENT

THIS AGREEMENT made and entered into at Chatham, New Jersey this 27th day of November, 2017 by and between the BOROUGH OF CHATHAM, New Jersey (hereinafter referred to as the BOROUGH) and the PBA, Local No. 226 (hereinafter referred to as the Union).

ARTICLE I

RECOGNITION

Section 1.

The Borough recognizes the Union as the exclusive representative for purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all full time Police Officers who are members of the Chatham Police Force and who are eligible for coverage by the New Jersey Police and Fire Pension Statutes. The Chief of Police and the Captain of the Police are excluded from coverage.

Section 2.

For purpose of this Agreement, the term employee or employees shall mean a member or members of the bargaining unit as set forth in Section One above.

ARTICLE II

NEGOTIATIONS

Section 1.

The Union Negotiating Committee shall be limited to three (3) members and the Union shall keep the Borough advised of the membership of the Committee. Collective bargaining sessions shall be held at the mutual convenience of the Borough and Union Negotiating Committee. Should these sessions be held during the duty hours of members of the Union Negotiating Committee, the Borough agrees that said members may attend the sessions without loss of pay.

ARTICLE III

NO DISCRIMINATION

Section 1.

The provisions of this Agreement shall be applied with respect to all employees in the bargaining unit without discrimination because of race, color, creed, national origin, ancestry, age, marital status or sex affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait of any individual, or because of the refusal to submit to a genetic test or make available the result of genetic test to an employer.

ARTICLE IV

MANAGEMENT RESPONSIBILITIES

Section 1.

All aspects of the management of the Police Department and the management and direction of department personnel are the exclusive responsibilities of the Borough, except as expressly modified by the terms of this Agreement.

Section 2.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with a majority representative before they are established.

ARTICLE V

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1.

A Grievance shall mean any alleged violation of any provisions of this Agreement.

Section 2.

The procedure for handling a Grievance shall be as follows:

Step 1.

Any Employee having a Grievance shall, within ten (10) calendar days after the occurrence of the Grievance, submit it in writing to the Chief of Police, stating in

detail the nature of the Grievance and the remedy requested. Any Grievance not filed within ten (10) calendar days of its occurrence shall be considered void.

Step 2.

If the Grievance is not resolved at Step One within five (5) calendar days of its submission, it may be submitted by the Union in writing to the Borough Administrator who shall respond to it within ten (10) calendar days.

Step 3.

If the Grievance is not resolved at Step Two within ten (10) calendar days of its submission, it may be submitted to the Mayor and Borough Council, who shall respond to it in within fifteen (15) calendar days.

Step 4.

If the grievance is not resolved at Step 3 within fifteen (15) calendar days of its submission, the Union may have the issue submitted to arbitration as provided below.

Section 3.

An aggrieved Employee, if he/she so desires, may be accompanied by a designated member of the Union at any meetings or conferences held with the Police Chief, Borough Administrator, or Mayor and the Council, incident to any or all of the steps in the procedures contained in Section 2 above. Said designated member shall be permitted to attend such meetings or conferences during his/her duty hours, without loss of pay, with the prior approval of the Police Chief, provided that such permission will not, in the judgment of the Police Chief, adversely affect the efficiency of the Department.

Section 4.

If the Union determines that a Grievance should be arbitrated, then such arbitration shall be conducted in accordance with the Rules of the New Jersey State Public Employment Relations Commission. The Arbitrator's award shall be final and binding on all parties to this Agreement. However, his/her decision shall in no way amend, add to, delete or modify any provision of this Agreement. The fees and expenses of the Arbitrator shall be borne equally by the parties.

Section 5.

The time limits set forth herein may be waived by mutual consent of the parties, and extensions of time will be granted to Employees who are not at work until such time as they return to work.

Section 6.

Disciplinary action shall not be subject to the Grievance Procedure except as provided herein.

ARTICLE VI

SALARIES

Section 1.

Salaries for all patrol officers at top step and supervisory ranks covered by the Agreement shall be increased by 2% per year on January 1 of each year of the Agreement. Patrol officers who have not yet reached top step on the salary guide shall be moved one step in each year of the contract, effective on their anniversary date. Salaries for all employees covered by this Agreement are set forth in the Appendix annexed hereto.

Section 2.

A Police Officer, while assigned to the Detective Bureau, shall be paid an annualized amount equal to one half $\frac{1}{2}$ the difference between the Top Step Patrolman and the base pay for Sergeant Level 2 as provided under this Agreement. A Police Officer, while assigned as a Community Services Officer or Traffic Safety Officer shall be paid an annualized amount equal to equal to one-half ($\frac{1}{2}$) of the difference between the salary of a Top Step Patrolman and a Sergeant Level 2 as provided under this Agreement. A Sergeant, while assigned to the Detective Bureau or as a Support Services Sergeant shall be paid at a rate equal to one half ($\frac{1}{2}$) the difference between Sergeant's Level 2 pay and Lieutenant's pay.

ARTICLE VII

DISCIPLINE

Section 1.

The Borough shall not discipline, fine, suspend or discharge an Employee without just cause and without due process of law. The Borough shall comply with the provisions of N.J.S.A. 40A:14-147-151, the Attorney General's Internal Affairs Policy and Procedures and the New Jersey Law Enforcement Officers' Protection Act. Disputes arising under this Article VII may be submitted to the Grievance and Arbitration Procedure, commencing at Step 2.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1.

A. The schedule for all patrol officers shall be a "4/4 12-hour schedule". The 4/4 12-hour schedule shall be based on a 16 day work period consisting of four consecutive work days followed by four consecutive days off, with each day starting at 7 am or 7pm, as the case may be. The schedule shall also consist of rotating shifts where an officer rotates his/her shift after 2 cycles of each shift.

B. An officer may elect to work a steady shift of either days or nights within the 4/4 12-hour schedule with the approval of the Chief of Police, provided the officer locates another officer who will voluntarily work the opposite shift desired for the calendar year. The officer(s) involved will provide notification to the officer in charge of scheduling by November 1st for the upcoming year.

C. Officers may elect to switch scheduled shifts on a daily or weekly basis with another officer provided the switch is voluntarily agreed to by both officers. If the requested switch is between (i) both officers having less than three (3) years of service or (ii) both officers having three (3) or more years of service, such switch shall be subject to approval by the officer in charge, which will not be unreasonably denied. If the requested switch is (i) for more than four (4) work days or (ii) involves one officer with less than three (3) years switching with an officer having three (3) or more years of service, the request shall be made at least forty-eight (48) hours in advance and must be approved by the Chief of Police or his/her designee. Approval or denial for the switch shall be returned in writing to both officers requesting said switch.

D. Whenever possible, in-service academy training will be scheduled during the officer's regular scheduled shift. Off duty training shall be compensated as follows:

1. Whenever the Department requires an officer to attend training mandated by State, County or Federal law on his/her regular day off, he/she will be credited at the rate of a "day for a day" in straight time compensatory time or cash, at the option of the officer. A "day" shall be determined based upon the officer's current assignment and work schedule.
2. Whenever an officer agrees to non-mandatory training on his/her regular day off, he/she will be credited at the rate of a "day for a day" in straight time compensatory time only. A "day" shall be determined based upon the officer's current assignment and work schedule.
3. All compensatory time credited under this section must be used before the

end of the year in which earned, unless the officer is unable to utilize the time because of the needs of the Department.

E For all purposes under this Agreement, a "day" of training shall be defined as a scheduled training session of five (5) hours or more.

F. The Chief of Police shall determine the manning levels, that is, the exact number of patrol officers for each of the two shifts and four platoons that are necessary for the 4/4 12 schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to time, as he/she deems appropriate for and necessary to insure the efficient operation of the department and/or where said adjustments shall be in the best interest of the department.

G. If operational for the entire 52 week calendar year, the 4/4 schedule would result in a total of 116 scheduled work hours over the contractually agreed upon annual hours of 2080 hours. The additional scheduled work hours would pose a significant overtime liability for the Borough. However, the Borough and the PBA agree that those additional hours will be credited to each officer as 116 hours of compensatory time. ("Schedule Adjustment Hours"). The 116 Schedule Adjustment Hours may be used at a later time and date, but must be used by July 1 of the next succeeding calendar year or be forfeited. In accordance with past practice, Schedule Adjustment Hours may be taken in conjunction with vacation time and/or utilized in 1 hour blocks.

H. Requests for use of any time off shall be granted if, at the time the request is made, there are a sufficient number of officers scheduled to work so that minimum manning will be met inclusive of the time off sought. If the Terror Alert is elevated such that it affects manpower needs, or the Local Office of Emergency Management or Mayor of Chatham has declared a formal emergency which affects manning, then requests for any time off provided under this Agreement which were already scheduled at the time of the emergency, may if they affect manning, be denied. Except in the event of an emergency as provided above, once the use of contractual time off is approved, it may not be revoked. Nothing in this Section H shall be deemed to affect officers who are on their regularly scheduled day off.

I. Officers working the 4/4 12 hour schedule shall be compensated for overtime at the rate of time and one-half for time worked in excess of their regularly scheduled hours. The officer shall have the option to receive, in lieu of cash, compensatory time off at a one and one half to one ratio.

J. The parties recognize that non-patrol officers may occasionally require flexible scheduling. Accordingly, it is agreed that non-patrol officers may at their option and with the consent of the Chief of Police or his/her designee adjust their shift schedule by returning to duty without having sixteen hours off between shifts. As a result, they may work more than eight (8) hours in a day. (For purposes of non-patrol officer's day, a day shall be the 24-hour period starting with the hour that is first worked). Any such voluntary shift adjustment shall not result in the payment of

overtime. A non-patrol officer who is assigned to a forty hour work week shall be compensated at the rate of time and one half for duties required to be performed in excess of their regularly scheduled forty hour work week or duties required to be performed in excess of eight (8) hours in a day. All non-patrol officers shall have at their option to receive, in lieu of cash, compensatory time off at one and one half to one ratio. All such overtime work assignments shall require prior approval of the Chief of Police or his/her designee.

K. The parties recognize that, as the result of normal scheduling, non-patrol officers voluntarily and with the Chief of Police's permission may work thirty-two (32) hours in one week and forty-eight (48) hours the following week. Any such disparity in the number of hours worked in any one week as the result of normal scheduling shall not result in the payment of overtime. Any excess hours worked over the normal 32- to 48-hour schedule shall be compensable as overtime in accordance with this article.

Section 2.

Overtime work shall be divided equally among Employees insofar as it is reasonable to do so without reducing the efficiency of the Department.

Except as otherwise provided by (i) any Ordinance of the Borough; and/or (ii) any rule or regulation of the Chatham Borough Police Department, the PBA and the Borough hereby agree that the current overtime fairness rotation roster will be reduced to (4) lists titled as follows:

- Short shift overtime (regular shift shortages due to unexpected circumstances, prisoner transports, etc.)
- OIC (Officer-in-Charge) overtime (overtime that requires being filled with a department recognized shift supervisor)
- Off-duty overtime (overtime for purposes of traffic direction, crowd control, security, etc. that is provided to an outside third party vendor in or out of the Borough of Chatham and sanctioned by the Chief of Police or his/her designee)
- Free-Side overtime list – (utilized in the event that the Chatham Borough Police Department cannot cover the job with the off side of the rotation, the job then reverts back to the on-duty side who can work hours in extension of their tour of duty)

Section 3.

In computing overtime compensation, the nearest one-half shall be the smallest fraction of an hour to be counted.

Section 4.

Court appearances required during an Employee's normal off duty time shall be paid at the rate of one and one-half his/her hourly rate with a minimum of four (4) hours at the overtime rate. This shall include appearances before the Grand Jury, any state

court, federal court and municipal court. When the officer completes his/her testimony, he/she shall be released from duty unless prisoner transportation is required.

Section 5.

When an Employee is called in to work, such person shall receive a minimum of four (4) hours at the overtime rate. In the event that the call out is concluded prior to the Employee leaving his/her home, such person will receive one (1) hour of pay at their regular hourly rate.

Section 6.

Any Employee who is placed on "standby" status by the Chief of Police or his/her designee shall be compensated at the rate of one (1) hour straight time for each hour on such status. If said Employee is required to report for work, he/she shall receive the "standby" status compensation in addition to pay for time worked. An employee may be placed on standby for any unusual event resulting from natural or man made causes which endangers the health, safety and property of the residents of the Borough of Chatham, County of Morris, or State of New Jersey, any declared emergency by the Office of Emergency Management or the Mayor of Chatham, or elevated Terror Alert which affects manpower needs.

Section 7.

Except as otherwise provided herein, employees may elect to receive compensatory time off on a time and one-half (1-1/2) basis in lieu of overtime pay. Compensatory time may be utilized in minimum blocks of one (1) hour at any time, so long as it does not adversely affect the efficiency of the department.

Section 8.

An Employee who receives an on call status subpoena as a result of employment with the Borough of Chatham Police Department shall be entitled to two (2) hours pay at the regular rate on a per case basis, except that no pay shall be due if either the on call period coincides with the Employee's scheduled working hours, or the Employee is called to attend court the first day; the on call status is terminated, and no other on call subpoena is issued for that case.

Section 9

When up to and including two (2) hours exist between periods of regular work and/or overtime duty, the Employee shall be paid at the regular straight time rate for the interim time.

Section 10.

Employees are not eligible for overtime which is related to, or part of, attendance at training courses or schooling when such attendance is in lieu of regular scheduled duty.

Section 11.

School guard overtime shall be paid at the overtime rate for a minimum of two (2) hours.

Section 12.

The following shall be implemented with respect to roll-overs:

The annual roll-over will be conducted within the first two months of each calendar year beginning in or about the second week of January.

Employees rolling over to the opposite platoon will work a 2 on (old squad) /2 off schedule and immediately begin working on their new squad (days or nights).

- Such employees will receive 24 hours of Straight Time Coming (STC) to be used within the calendar year of the roll-over, as long as the roll-over is conducted within the (Quarter) of the year in which it is earned.
- Roll-overs occurring after the first quarter of the year, if any, will allow the employee to bank the 24 STC for twelve months following the roll-over date.
- This will apply only to those employees moving to the opposite platoon.

Employees rolling over to a squad on the same platoon will simply work their 4 days on with their old squad and immediately adopt the 4 days on with the new squad (days or nights).

- These employees will not be entitled to any compensation.

Section 13.

The following shall be implemented with respect to daylight saving changes:

- During the Spring Daylight Savings time change, Employees who are scheduled to work the night shift will have the option of working the eleven (11) hours of the shift and going home, but they will have one (1) hour removed from any one of their annual time banks, except sick time or banked time.

- An employee may elect to either come in an hour early, or stay an hour at the end of their shift if they do not want to have the hour removed from their time bank. (The employee must provide notification to the Chief of Police through the chain of command, identifying which hour they will elect to work 2 weeks prior to the daylight savings time change.)
- Employees who are off from their shift, for whatever reason, will only be required to use eleven (11) hours of time to take the day off.
- Employees covering the shift on overtime will only be paid for the number of hours that they actually worked.
- During the Fall Eastern Standard Time change, Employees who work the full thirteen (13) hours will be paid one (1) hour overtime.

ARTICLE IX

LEAVE OF ABSENCE

Section 1.

An Employee who is a member of the National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in training duty, shall be granted a leave of absence without loss of rank, title or seniority for the period of such training as is authorized by law. For such period of absence he/she shall be paid in excess, if any, between his/her regular rate of pay and the military pay received. It will be the Employee's responsibility to obtain a statement from his/her Commanding Officer of the amount received in military service. The maximum number of compensable working days which the Borough will allow in any calendar year is twenty-one (21). An Employee will have one (1) day deducted from his/her total for each active duty day which would otherwise be a scheduled Chatham Borough Police Department duty day. Any military active duty time, served on non-departmental time will not be deducted.

Section 2.

When an Employee has been called into active duty or inducted in the Armed Forces of the United States, he/she shall be granted an indefinite leave of absence without pay but without loss of rank, title or seniority for the duration of such military service.

Section 3.

A leave of absence for any other cause without pay may be requested by an Employee who shall submit, in writing, all facts bearing on the request, to the Chief of Police. The Chief of Police shall append his/her recommendations to the request and forward it to the Borough Administrator for consideration by Council.

ARTICLE X

ADMINISTRATION OF SALARIES

Section 1.

(A) The salary ranges for Police Officers shall be as shown on the attached Appendix.

(B) New Police Officers will normally be hired at the probationary level. If an individual possesses transferable experience or qualifications which can be put to use immediately as a Chatham Police Officer, he/she may be paid more than the Probationary Level. The Chief of Police may recommend to the Council which may determine the years of equivalent service to be credited for salary advancement purposes to any Police Officer hired beyond the Probationary Level.

Section 2.

(A) The probationary period for newly hired Police Officer shall be one (1) year.

(B) The Chief of Police shall insure the evaluation of the prior year's performance of each Police Officer annually prior to the anniversary month in each of the first ten (10) years of service, and prior to the close of each calendar year thereafter.

(C) Each Police Officer shall advance to the next higher salary level on the anniversary date of the respective Employee's employment according to the following schedule:

| | |
|----------------------------------|------------------------------|
| Probationary..... | First Year of Service |
| From Probationary to Level 1.... | After 1 Year of Service |
| From Level 1 to Level 2..... | After 2 Years of Service |
| From Level 2 to Level 3..... | After 3 Years of Service |
| From Level 3 to Level 4..... | After 4 Years of Service |
| From Level 4 to Level 5..... | After 5 Years of Service |
| From Level 5 to Level 6..... | After 6 Years of Service |
| From Level 6 to level 7..... | After 7 Years of Service |
| From Level 7 to Level 8..... | After 8 Years of Service |
| From Level 8 to Level 9..... | After 9 Years of Service |
| From Level 9 to Level 10..... | After 10 years of Service ** |

**Unless the Officer was at top step prior to the consolidation of pay scales.

The Wage Schedule is attached hereto.

Section 3.

In the event that an Employee is required for any reason to perform the duties of an officer of higher rank, the Employee shall be paid at the salary rate of such higher rank for all hours worked in that capacity, including the overtime rate of the higher rank if the hours worked constitute overtime. The Chief of Police retains the managerial right to determine the qualifications necessary for an Employee to perform the duties of a higher ranking Employee.

ARTICLE XI

VACATIONS

Section 1.

(1) Vacations shall be granted in each calendar year in accordance with the following schedule:

(A) In the calendar year in which the Employee is hired - 8 hours vacation for each month of completed service prior to July 1. (Maximum of 48 hours).

(B) In the second and third calendar years following the year in which the Employee is hired - 8 hours vacation for each month of completed service prior to July 1 up to a maximum of 112 hours.

(C) In the fourth and fifth consecutive years - 144 hours vacation.

(D) In the sixth through fifteenth years of consecutive years - 184 hours of vacation.

(E) In the sixteenth through twentieth consecutive years - 200 hours of vacation.

(F) After twenty-one (21) years or more of consecutive service - 208 hours beginning in the year in which the 21st anniversary of employment occurs.

For purposes of the foregoing schedule, "service" shall include all time during which the employee has been enrolled in the New Jersey Police and Firemen's Retirement System, sometimes referred to as "creditable" service in the pension system.

(2) No Employee shall be entitled to a vacation prior to the completion of six (6) months of consecutive service.

(3) Extra compensation in lieu of unused vacation shall normally not be allowed. Unused vacation time, up to thirty (30) days may be accumulated and taken as pay or used at time of separation from service. Officers who desire to accumulate time must notify the Chief prior to December 31 of the current year.

(4) Council approval will be required for extra compensation or accumulation beyond thirty (30) days.

(5) At the time of separation from service, the Employee shall be entitled to pay for any accrued and unused vacation for that year.

(6) An Employee who for any reason is not provided with the opportunity to utilize vacation days during a calendar year will be permitted to take those unused vacation days within the first six (6) months of the next succeeding year. If such time is not provided within that six (6) months, the Employee will be paid for said unused vacation days at the rate of pay which was applicable during the year in which they were earned.

(7) Vacation time may be taken in minimum blocks of one (1) hour or more at any time, provided that the use of such time does not adversely affect the efficiency of the Department.

(8) Vacations shall be selected and granted as follows: (a) vacation picks submitted on or before March 15 of each year shall be granted according to department wide seniority within the Employee's assigned division; (b) vacation picks submitted after March 15 of each year shall be granted on a "first come, first served" basis.

(9) The PBA shall notify the Department of the dates for the "Mini" and Annual State PBA Conventions on or before January 31 of each year, unless such dates have not yet been announced by the State PBA. No vacation selection shall be considered final until ten (10) days following notification from the PBA (i) of the dates of the convention and (ii) the PBA members attending such convention.

ARTICLE XII

HOLIDAY PAY

Section 1.

All Police Officers shall receive holiday pay in the amount of 108 hours per year at their straight time rate.

Any holiday granted by the Borough to other Borough Employees shall

automatically be granted to Police officers without need for further negotiations.

Holiday Pay will be prorated for all employees who are not on the payroll as of January 1, and will be based on the date an employee is hired.

The holiday pay shall be prorated, paid with, and become a part of the semi-monthly payroll and shall be included as creditable salary for purposes of retirement contributions.

ARTICLE XIII

OUTSIDE EMPLOYMENT

Section 1.

It is understood that Employees covered by this Agreement will consider their position with the Borough as their primary employment. Outside employment by an Employee while off duty shall not be permitted if such outside employment will interfere with the Employee's performance of his/her job or compromise his/her position with the Police Department through conflict of interest. The Chief of Police shall be informed of outside employment of Police Officers.

Section 2.

No Employee shall be permitted to engage in outside employment which requires him/her to utilize department issued equipment or to carry his/her department firearm. However, nothing herein shall be construed to deny or limit the right to carry department firearms while off duty as provided by New Jersey Law.

ARTICLE XIV

EDUCATIONAL INCENTIVE

A. (1) The Borough agrees to pay 100% of all tuition, books, and fees, on a reimbursement basis, for an employee enrolled at an accredited institution of higher education offering a program leading to an Associate, Baccalaureate or Masters Degree in Police Science, Education, Business Administration, Communication, Psychology, Sociology, Public Administration, Criminal Justice, Human Resources or related fields as approved by the Borough Administrator, provided the individual has successfully completed the course or courses. In the event an officer fails to achieve a grade of "C" or better, receives an incomplete grade or drops out of a course or courses, he/she

shall not be reimbursed for the costs of the aforementioned tuition and books. Effective January 1, 2012, this subsection shall apply only to officers hired before January 1, 2012. Officers hired on or after January 1, 2012 shall not be entitled to receive the benefits provided by this subsection.

(2) Any officer receiving reimbursement will agree to work a minimum of eighteen (18) months beyond the date of any reimbursement. In the event the officer leaves his/her Borough employment on a voluntary basis within eighteen (18) months of the last reimbursement, he/she will repay the Borough for the amounts received on a pro rata basis. The repayment shall be prorated based upon the amount of time worked by the Officer during that eighteen (18) month period. By way of example, (i) if the Officer leaves the Borough's employ nine (9) months following any reimbursement, he/she shall repay $\frac{1}{2}$ of said amount, (ii) if the departure occurs 12 months following any reimbursement, he/she shall repay $\frac{1}{3}$ of said amount, and so on.

(3) Reimbursement under this Article shall be limited to one (1) degree program at any given time. For current employees, there shall be no limitation on the amount of reimbursement for Associate's and Bachelor's Degree Programs, whether the employee is enrolled at the present time or at any time in the future. Effective January 1, 2012, this subsection shall apply only to officers hired before January 1, 2012. Officers hired on or after January 1, 2012 shall not be entitled to receive the benefits provided by this subsection. For current employees pursuing Master's Degree Programs at the present time or any time in the future, the amount of reimbursement shall not exceed the then applicable undergraduate or graduate per credit rate and costs charged by Rutgers University.

B. The Borough further agrees to pay additional compensation to each officer as provided below:

Associate's Degree (including officer(s) who have attained 60 college credits) -

\$600.00 per year

Bachelor's Degree - \$1,000.00 per year

Master's Degree - \$1,500.00 per year.

In the event the officer leaves his/her Borough employment on a voluntary basis within eighteen (18) months of his/her degree date, he/she will reimburse the Borough for educational compensation received during those eighteen (18) months on a pro rata basis. By way of example, (i) if the Officer leaves the Borough's employ nine (9) months following his/her degree date, the Officer shall repay $\frac{1}{2}$ of the additional compensation received during the nine (9) month period and (ii) if the Officer leaves the Borough's employ twelve (12) months following his/her degree date, the Officer shall reimburse the Borough $\frac{1}{3}$ of the additional compensation received during the twelve (12) month period, and so on. The additional compensation payable hereunder shall be limited to one degree only, and shall be paid for the highest degree achieved by the Officer.

ARTICLE XV

NO STRIKE

Section 1.

During the term of this agreement the Union agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, or other type of organized interference with the Borough's business or the functioning of the Police Department.

ARTICLE XVI

PERSONNEL FILES

Section 1.

A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained by the Office of the Chief of Police and the Borough Administrator, and may be used for evaluation purposes by the Employer.

Upon advance notice and at reasonable times, any member of the Police Department may at any time review his/her personnel file. However, this appointment for review must be made through the Chief of Police or his/her designated representative.

No written complaint concerning an Officer or his/her actions shall be placed in his/her personnel file. In the event that a Summary Disposition for a Sustained Complaint is to be placed in an Officer's personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the Employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom without the consent of both the Employer and the Employee.

No personnel file shall be released to any outside party, in whole or in part, without the prior written consent of the employee, which shall be evidenced by a duly

authorized and notarized waiver/consent form signed by the employee. Under no circumstances shall medical information be released to any outside party.

ARTICLE XVII

MUTUAL DISCUSSION

Section 1.

It is recognized by the parties to this Agreement that from time to time a particular issue may arise which could best be dealt with through a discussion between the Borough Administrator and the Union. Accordingly, it is agreed that either party may request such a discussion with the other if and when the requesting party believes such an issue exists. The Police Chief and no more than three (3) representatives of the Union may be present at the discussion. It is clearly understood that participation in such would in no way obligate either party in any manner whatsoever other than by mutual consent.

ARTICLE XVIII

SAVINGS CLAUSE

Section 1.

In the event any provision of this Agreement shall become or be deemed null and void as the result of law or Court decision, the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE XIX

INSURANCE

Section 1.

In the event the Borough should grant new and/or improved insurance programs and benefits to any other Borough Employees, the same shall be granted to Police Officers without need for further negotiations.

Section 2.

The Borough shall have the right to change carriers providing it obtains substantially equivalent coverage.

Section 3.

Contributions by Police Officers to health insurance premiums shall be governed by applicable New Jersey law and regulations.

ARTICLE XX

SICK LEAVE

Section 1.

(A) Each Employee at the beginning of each contract year will receive 96 hours sick leave to be used for non-occupational illness or injury, and any unused hours may be accumulated and banked without limitation.

(B) Banked sick leave hours may be used in cases of work-connected illness or injury upon expiration of days available in Article XXII, Work Incurred Injury.

Section 2.

Upon separation from service for "Honorable" conditions, unused sick leave pay, including those which have been accumulated and banked, will be paid as follows:

- Fifteen Years Continuous Service.....a maximum of 54 days
- Twenty Years Continuous Service..... a maximum of 72 days
- Twenty-Five Years Continuous Service..... a maximum of 78 days

Commencing on January 1, 2012, officers shall be permitted to donate a portion of this banked sick time to fellow officers of the same rank. Any such donated time shall be deducted permanently from the donating officer's sick leave bank.

Section 3.

(A) The following procedure shall be effective for new Employees so as to provide a temporary sick leave bank until they are able to accumulate sick time under Section 1. of this Article.

(B) A new Employee shall be credited with a temporary sick leave bank of 224 hours.

(C) The temporary sick leave bank will automatically be reduced 96 hours per calendar year until the balance is zero (0). In the event that the Employee earns less than 96 hours in the first calendar year of employment, the 224 hours total will be reduced by 8 hours for each full month worked.

(D) In the event that an Employee utilizes days from the bank and voluntarily

resigns, he/she shall repay the Borough for those days which have been used, that are in excess of those actually earned. Repayment may be cash or other time due.

Section 4.

No benefits under the New Jersey State Temporary Disability Laws are payable to any person, for any period, during which a covered government worker has not exhausted all accumulated sick leave.

ARTICLE XXI

PERSONAL TIME

Each member of the bargaining unit shall receive twenty-four (24) hours of personal time per year to be used in the event of an unforeseen emergency. Unless the need for such leave is caused by an unforeseen emergency, an Employee must notify the Chief of Police at least forty-eight (48) hours in advance to request such leave and the leave will be approved except if the Chief of Police determines that the approval will interfere with or impede the operations of the Department. Personal time shall be taken in minimum blocks of 4 hours, provided that an officer shall not be permitted to leave his/her shift when it is short staffed until relief has arrived.

ARTICLE XXII

WORK INCURRED INJURY

When an Employee covered by this Agreement suffers a work connected injury or disability, necessitating absence from work, the Borough shall continue such Employee at full pay during such absence pursuant to the individual Employee's entitlement under the formula which follows:

Up to thirty-six (36) weeks plus the individual Employee's number of years of employment times four (4) weeks, as needed. Under no circumstances shall an Employee's maximum entitlement exceed fifty-two (52) weeks.

Any additional time which may be granted shall be done in the sole discretion of the municipal governing body. During any absence all the Employee's temporary disability benefits accruing under the provisions of any insurance paid wholly or partly by the Borough shall be paid over to the Borough.

The Employee shall be required to present evidence by a certificate of a responsible physician that he/she is unable to work, and the Borough Administrator or the Mayor and Council may reasonably require the said Employee to present such certificates from time to time.

In the event the Employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

For the purposes of this Article, injury or illness incurred while the Employee is attending a Borough sanctioned training program shall be considered work-connected.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as work-connected, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties, except with the Employee's consent and the entitlement for work-connected disability or illness shall have been exhausted.

ARTICLE XXIII

BEREAVEMENT LEAVE

Section 1.

Leave with pay shall be provided as follows: (a) in case of death of Employee's spouse, child, parent, brother, sister, mother-in-law or father-in-law, and sister-in-law or brother-in-law, the Officer shall be granted time off without loss of pay for all regularly scheduled hours of work occurring between the day of the death and the day after the funeral (both days inclusive) up to a maximum of five (5) days and (b) in case of death of the Grandparent of the employee's spouse, the employee's Aunt, Uncle or Grandparent, or any relative living in the Employee's household, the Officer shall be granted time off without loss of pay for all regularly scheduled hours of work occurring between the day of the death and the day after the funeral (both days inclusive) up to a maximum of three (3) days. Bereavement Leave shall also be provided in connection with the death of any "step" relation of the family members listed above, e.g. a step parent, child etc.

ARTICLE XXIV

RIGHTS OF PARTIES

A. Unless a contrary intent is expressed in this contract and, subject to State law, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instructions, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

B. Convention Leave: The provisions of N.J.S.A. 40A:14-177 regarding convention leave are incorporated herein by reference. In accordance therewith, the Borough shall give a leave of absence with pay to members of the PBA who are duly authorized representatives of the New Jersey State Police Benevolent Association, Inc. to attend county, state or national conventions of such organization, in accordance with the parameters set forth herein below. A certificate of attendance at the state convention shall, upon request, be submitted by the representative so attending. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention. Scheduling for the PBA convention will be in accordance with Article XI.

The parties hereto agree that one PBA representative shall be entitled to attend a monthly county or state meeting, if the PBA has given the Chief of Police seven (7) days notice of such meeting. The PBA representative if scheduled to work the day shift, will be granted the day off to attend the meeting. If the PBA representative is scheduled to work the night shift on the day of the meeting, the representative will have the choice of taking off the shift prior to the meeting or the shift after the meeting, provided that the required notice was given to the Chief of Police.

The President or one member of Local 226 shall be allowed to attend Local 226's PBA monthly meeting while on duty. The officer attending shall notify the Shift Supervisor at the beginning on the shift.

ARTICLE XXV

REPLACEMENTS

No full-time Employee covered by this Agreement shall be replaced by any non-Police Officer, part-time or other personnel.

This Article shall be operative for the term of this Agreement or until a successor agreement is executed, whichever occurs later.

ARTICLE XXVI

CLOTHING AND EQUIPMENT

The Borough of Chatham shall provide an initial issue of clothing and equipment as follows:

Section 1.

Basic Issue

- 4 Long Sleeve Shirts
- 4 Short Sleeve Shirts
- 4 Pairs of Pants
- 1 Windbreaker (Reversible)
- 1 Leather Coat**
- 1 Rain Coat (Reversible)
- 1 Trooper Style Hat
- 1 Hat Rain Cover
- 1 Hat Badge
- 2 Ties
- 1 Tie Tack
- 1 Set of Collar Brass
- 2 Name Tags
- 2 Badges
- 1 1 Whistle & Lanyard
- 1 Ballistic Vest
- 1 Leather Belt
- 1 Duty Issued Firearm
- 1 Sam Brown Leather Belt & Buckle
 - Holster
 - Crossover Strap
 - Magazine Holder
 - Handcuff Case
 - OC Spray Case
 - Radio Holder
 - Keepers
 - Night Stick/PR 24 Holder
- 1 Night Stick/PR 24
- 1 Pair of BDU Pants
- 1 Baseball Hat
- 2 Class "C" Short Sleeve Shirts
- 2 Class "C" Long Sleeve Shirts (for officer(s) hired on or after January 1, 2018)

Section 2.

Dress Uniform (Class A)

- 1 Blouse Coat**
- 1 White Dress Shirt
- 1 Pair of Pants
- 1 Sam Brown Belt & Buckle (Basket Weave)
 - Holster
 - Magazine Holder
 - Handcuff Case
 - Crossover Strap

** The Borough will replace the Class A Dress Blouse Coat and the Leather Coat when either of these items is no longer serviceable or when either of these items no longer properly fits the officer, at the discretion of the Chief of Police.

Section 3.

The Chief of Police or his/her Designee shall have the right to inspect Officers for compliance with proper dress/uniform and footwear codes and may require an Officer to replace any clothing/equipment not conforming with appropriate uniform policy.

Section 4.

A duty-issued Firearm and Ballistic Vest will be provided by the Department and will be replaced when required and/or mandated.

Section 5.

Any uniform designated in the above list shall be replaced/repared by the Department when damaged during an incident in the line of duty at the discretion of the Chief of Police or his/her Designee.

Section 6.

The Department will provide any uniforms or equipment which are necessary for an assignment to a specialty unit such as Emergency Services or Motor Unit.

Section 7.

Except as otherwise provided by (i) any Ordinance of the Borough; and/or (ii) any rule or regulation of the Chatham Borough Police Department, the PBA and the Borough hereby agree that in the event of damage to or destruction of an officer's personal property during the performance of duty (personal property to include prescription eye-wear, sunglasses or other protective eye-wear, but excluding jewelry), the Borough will reimburse the officer for the loss up to a maximum of \$150.00. Cellular telephones if authorized to be carried in accordance with the rules and regulations, will be carried at the Officer's risk and these items are not eligible for reimbursement by the Borough.

All submissions for reimbursement under this addendum will be presented to the Chief of Police with a detailed report indicating how the performance of duty directly contributed to the damaged being claimed.

ARTICLE XXVII

NO WAIVER

The failure of the Employer or the PBA to assert a right under this contract in one instance shall not constitute a waiver of its rights to assert those rights or right.

ARTICLE XXVIII

LIGHT DUTY POLICY

The Administrator, the Chief and Counsel for the PBA shall work in good faith to develop a light duty policy which will apply to officers who are incapacitated during an off duty incident. Any such policy shall be applicable to the individual officer only and shall not establish a precedent for any future officer.

ARTICLE XXIX

"CADILLAC TAX"

With the passage of the Affordable Care Act, Congress also passed the so-called "Cadillac Tax" with respect to an excise tax on expensive insurance plans provided by employers exceeding certain minimums for premiums. It is scheduled to take effect in January of 2020. The status of that tax is in a substantial state of flux as the parties execute this Agreement. In 2019, if either party believes in good faith that the tax will become effective in Chatham Borough, that party may request of the other party, that the parties meet and confer to discuss in good faith the implications of the tax and the methods of addressing those implications.

ARTICLE XXX


DURATION

This Agreement shall have a term from January 1, 2018 through December 31, 2020. If the parties have not executed a successor agreement by December 31, 2020 then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

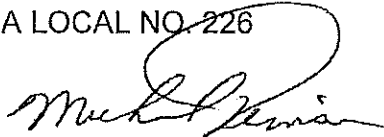
BOROUGH OF CHATHAM



By: Mayor Bruce A. Harris

ATTEST:


PBA LOCAL NO. 226



By: Michael Permison, President

ATTEST:


Borough of Chatham

Police Salaries

2018

| Rank | 2017 Base Salary | 2.0% Increase (Top Step Only) | 2018 Base Salary | Holiday Pay | 2018 Base + Holiday | 2018 Total Salary |
|------|---------------------|-------------------------------------|---------------------|-------------|------------------------|----------------------|
|------|---------------------|-------------------------------------|---------------------|-------------|------------------------|----------------------|

| | | | | | | |
|--------------|---------------|-------------|---------------|-------------|---------------|---------------|
| Probationary | \$ 49,876.78 | | \$ 49,876.78 | \$ 2,589.76 | \$ 52,466.54 | \$ 52,466.54 |
| Level 1 | \$ 57,048.30 | | \$ 57,048.30 | \$ 2,962.12 | \$ 60,010.42 | \$ 60,010.42 |
| Level 2 | \$ 63,471.66 | | \$ 63,471.66 | \$ 3,295.64 | \$ 66,767.30 | \$ 66,767.30 |
| Level 3 | \$ 69,895.02 | | \$ 69,895.02 | \$ 3,629.16 | \$ 73,524.18 | \$ 73,524.18 |
| Level 4 | \$ 76,318.37 | | \$ 76,318.37 | \$ 3,962.68 | \$ 80,281.05 | \$ 80,281.05 |
| Level 5 | \$ 82,741.73 | | \$ 82,741.73 | \$ 4,296.21 | \$ 87,037.94 | \$ 87,037.94 |
| Level 6 | \$ 89,165.05 | | \$ 89,165.05 | \$ 4,629.72 | \$ 93,794.77 | \$ 93,794.77 |
| Level 7 | \$ 95,588.44 | | \$ 95,588.44 | \$ 4,963.25 | \$ 100,551.69 | \$ 100,551.69 |
| Level 8 | \$ 102,011.79 | | \$ 102,011.79 | \$ 5,296.77 | \$ 107,308.56 | \$ 107,308.56 |
| Level 9 | \$ 108,435.16 | | \$ 108,435.16 | \$ 5,630.29 | \$ 114,065.45 | \$ 114,065.45 |
| Level 10 | \$ 118,330.10 | \$ 2,366.60 | \$ 120,696.70 | \$ 6,266.94 | \$ 126,963.65 | \$ 126,963.65 |
| Sergeant #1 | \$ 122,497.34 | \$ 2,449.95 | \$ 124,947.29 | \$ 6,487.65 | \$ 131,434.93 | \$ 131,434.93 |
| Sergeant #2 | \$ 126,664.61 | \$ 2,533.29 | \$ 129,197.90 | \$ 6,708.35 | \$ 135,906.25 | \$ 135,906.25 |
| Lieutenant | \$ 135,674.40 | \$ 2,713.49 | \$ 138,387.89 | \$ 7,185.52 | \$ 145,573.41 | \$ 145,573.41 |

Borough of Chatham

Police Salaries

2019

| Rank | 2018 Base Salary | 2.0% Increase (Top Step Only) | 2019 Base Salary | 2019 Holiday Pay | 2019 Base + Holiday | 2019 Total Salary |
|------|---------------------|-------------------------------------|---------------------|---------------------|------------------------|----------------------|
|------|---------------------|-------------------------------------|---------------------|---------------------|------------------------|----------------------|

| | | | | | | |
|--------------|---------------|-------------|---------------|-------------|---------------|---------------|
| Probationary | \$ 49,876.78 | | \$ 49,876.78 | \$ 2,589.76 | \$ 52,466.54 | \$ 52,466.54 |
| Level 1 | \$ 57,048.30 | | \$ 57,048.30 | \$ 2,962.12 | \$ 60,010.42 | \$ 60,010.42 |
| Level 2 | \$ 63,471.66 | | \$ 63,471.66 | \$ 3,295.64 | \$ 66,767.30 | \$ 66,767.30 |
| Level 3 | \$ 69,895.02 | | \$ 69,895.02 | \$ 3,629.16 | \$ 73,524.18 | \$ 73,524.18 |
| Level 4 | \$ 76,318.37 | | \$ 76,318.37 | \$ 3,962.68 | \$ 80,281.05 | \$ 80,281.05 |
| Level 5 | \$ 82,741.73 | | \$ 82,741.73 | \$ 4,296.21 | \$ 87,037.94 | \$ 87,037.94 |
| Level 6 | \$ 89,165.05 | | \$ 89,165.05 | \$ 4,629.72 | \$ 93,794.77 | \$ 93,794.77 |
| Level 7 | \$ 95,588.44 | | \$ 95,588.44 | \$ 4,963.25 | \$ 100,551.69 | \$ 100,551.69 |
| Level 8 | \$ 102,011.79 | | \$ 102,011.79 | \$ 5,296.77 | \$ 107,308.56 | \$ 107,308.56 |
| Level 9 | \$ 108,435.16 | | \$ 108,435.16 | \$ 5,630.29 | \$ 114,065.45 | \$ 114,065.45 |
| Level 10 | \$ 120,696.70 | \$ 2,413.93 | \$ 123,110.64 | \$ 6,392.28 | \$ 129,502.92 | \$ 129,502.92 |
| Sergeant #1 | \$ 124,947.29 | \$ 2,498.95 | \$ 127,446.23 | \$ 6,617.40 | \$ 134,063.63 | \$ 134,063.63 |
| Sergeant #2 | \$ 129,197.90 | \$ 2,583.96 | \$ 131,781.86 | \$ 6,842.52 | \$ 138,624.38 | \$ 138,624.38 |
| Lieutenant | \$ 138,387.89 | \$ 2,767.76 | \$ 141,155.65 | \$ 7,329.24 | \$ 148,484.88 | \$ 148,484.88 |

Borough of Chatham

Police Salaries

2020

| Rank | 2019 | 2.0% | 2020 | Holiday Pay | 2020 | 2020 |
|--------------|---------------|-----------------|---------------|-------------|----------------|---------------|
| | Base Salary | Increase | Base Salary | | Base + Holiday | Total Salary |
| | | (Top Step Only) | | | | |
| Probationary | \$ 49,876.78 | | \$ 49,876.78 | \$ 2,589.76 | \$ 52,466.54 | \$ 52,466.54 |
| Level 1 | \$ 57,048.30 | | \$ 57,048.30 | \$ 2,962.12 | \$ 60,010.42 | \$ 60,010.42 |
| Level 2 | \$ 63,471.66 | | \$ 63,471.66 | \$ 3,295.64 | \$ 66,767.30 | \$ 66,767.30 |
| Level 3 | \$ 69,895.02 | | \$ 69,895.02 | \$ 3,629.16 | \$ 73,524.18 | \$ 73,524.18 |
| Level 4 | \$ 76,318.37 | | \$ 76,318.37 | \$ 3,962.68 | \$ 80,281.05 | \$ 80,281.05 |
| Level 5 | \$ 82,741.73 | | \$ 82,741.73 | \$ 4,296.21 | \$ 87,037.94 | \$ 87,037.94 |
| Level 6 | \$ 89,165.05 | | \$ 89,165.05 | \$ 4,629.72 | \$ 93,794.77 | \$ 93,794.77 |
| Level 7 | \$ 95,588.44 | | \$ 95,588.44 | \$ 4,963.25 | \$ 100,551.69 | \$ 100,551.69 |
| Level 8 | \$ 102,011.79 | | \$ 102,011.79 | \$ 5,296.77 | \$ 107,308.56 | \$ 107,308.56 |
| Level 9 | \$ 108,435.16 | | \$ 108,435.16 | \$ 5,630.29 | \$ 114,065.45 | \$ 114,065.45 |
| Level 10 | \$ 123,110.64 | \$ 2,462.21 | \$ 125,572.85 | \$ 6,520.13 | \$ 132,092.98 | \$ 132,092.98 |
| Sergeant #1 | \$ 127,446.23 | \$ 2,548.92 | \$ 129,995.16 | \$ 6,749.75 | \$ 136,744.91 | \$ 136,744.91 |
| Sergeant #2 | \$ 131,781.86 | \$ 2,635.64 | \$ 134,417.50 | \$ 6,979.37 | \$ 141,396.87 | \$ 141,396.87 |
| Lieutenant | \$ 141,155.65 | \$ 2,823.11 | \$ 143,978.76 | \$ 7,475.82 | \$ 151,454.58 | \$ 151,454.58 |

