

# **AGREEMENT**

**BETWEEN**

**THE**

**BOROUGH OF CHESTER**

**AND**

**CHESTER BOROUGH POLICE**

**OFFICERS' ASSOCIATION**

**COVERING THE TERM JANUARY 1, 1998 THRU DECEMBER 31, 1999**

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# **PREAMBLE**

**THIS AGREEMENT**, entered into as of the First Day of January, 1998, by and between:

**THE BOROUGH OF CHESTER**, a municipal corporation, in the County of Morris, and State of New Jersey, hereinafter called the "Borough",

**AND**

**CHESTER BOROUGH POLICE OFFICERS' ASSOCIATION**, of the Borough of Chester, County of Morris, and State of New Jersey, hereinafter called the "CPA".

# ARTICLE I

## RECOGNITION, SCOPE AND MEMBERSHIP

### A. RECOGNITION OF CPA

The Borough hereby recognizes the CPA as the exclusive collective negotiations agent and representative for patrolmen and sergeants in the Borough of Chester, under the New Jersey Employer-Employee Relations Act of 1968 and the Public Employment Relations Commission for New Jersey established under such law.

### B. SCOPE OF AGREEMENT

This Agreement shall govern all wages, rights and working conditions for the Chester Borough Police Department. This Agreement does not replace the Borough of Chester Police Department Manual, which rules and regulations are independently subject to review under the terms and conditions of the Public Employees Relation Act.

### C. MEMBERSHIP OF THE CPA

The term "Member", when used hereinafter, shall refer to all full-time Patrolmen and Sergeants represented by the CPA in the negotiating unit defined above.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### **A. NEW JERSEY AND UNITED STATES CONSTITUTIONS**

The Borough of Chester retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

#### **B. PREROGATIVES OF MANAGEMENT**

It is mutually understood and agreed that subject to all provisions of applicable law, the Borough of Chester retains all the prerogatives of management, including but not limited to the rights of hiring, suspending, disciplining, or discharging for proper cause, promotion, transferring and scheduling employees; to determine the standards of services to be offered by its agencies, or take necessary action in emergencies; to determine the standards of selection of employment; to maintain efficiency of its operations and the technology of performing its work; to determine the methods, means and personnel by which its operations are to be conducted; to introduce new or different methods of operations; to determine the content of job classifications; and any other matter not expressly prohibited by this agreement. The listing of these prerogatives of management shall not be construed to place a limitation thereon of any other prerogatives of management, it being understood and agreed that all prerogatives of management, not expressly prohibited by this agreement, are reserved unto the Borough of Chester.

#### **C. LIMITATION OF MANAGEMENT**

The exercise of the foregoing powers, rights, authority, duties, prerogative and responsibilities of the borough, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and direction in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the laws and constitution of the State of New Jersey and the United States.

## **ARTICLE II, CONTINUED**

### **D. IMPLIED STANDARDS**

The Borough agrees that all benefits, terms and conditions of employment relating to the status of employees which benefits, terms and conditions of employment are not specifically set forth in this agreement, shall be maintain at not less than the highest standards in effect at the time of the commencement of the collective bargaining negotiations between the parties leading to the execution of this agreement.

### **E. CHIEF OF POLICE**

Unless otherwise indicated, the term "Chief" when used hereinafter shall refer to the Chief of Police of the Borough of Chester. The Chief of Police is responsible for the day-to-day management of the Police Department.

# ARTICLE III

## CPA RIGHTS

### A. OUTSIDE EMPLOYMENT

The Borough agrees that outside employment by the Members of the CPA shall be permitted as may be regulated by Police Department Rules and Regulations, providing the activities do not interfere with the employment or duties required by the Borough for Police employment. It is recognized and acknowledged by both parties that Members' duties as police officers for the Borough have first priority and must be fulfilled without impairment from outside employment.

### B. TIME OFF FOR CPA BUSINESS

The Borough agrees to grant time off, as provided by statute. To any Member designated by the CPA to attend County, State or National meetings or conventions, provided seventy-two hours written notice is given to the Chief of the Department by the CPA. No more than one (1) Member shall be granted time off at any one time, unless a Member is elected as an Member in the State and/or National organization. In such case, one such elected state-wide Member may be granted time off in addition to the one (1) representative stated above.

### C. PARTICIPATION IN NEGOTIATIONS

During collective negotiations, an authorized CPA representative shall be excused from his work duties to participate in collective negotiations sessions which may be mutually scheduled to take place during their regularly scheduled work time, and shall suffer no loss of regular pay. Other off-duty Members may also participate in such negotiations.

## **ARTICLE III, CONTINUED**

### **D. DISCIPLINARY PROCEEDINGS**

The Borough agrees that in the event disciplinary action is taken in the form of formal, filed charges against any Member, said Member shall be permitted to have his personal attorney, the CPA Attorney and/or the CPA President present at such formal proceedings, provided that all costs for such persons shall be borne solely by the Member and/or the CPA. For the purposes of this paragraph, "Formal, Filed Charges" shall be defined as any matter which may have an impact on pay, rank, or employment status for a Member of the CPA.



# **ARTICLE IV**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

### **EEO POLICY**

It is mutually agreed that when the Borough of Chester reviews criteria for employment within the Borough of Chester Police Department, no consideration shall be given to race, color, religion, sex, age, marital status, national origin, or physical disability unless based upon bona fide job requirements. CPA and Borough representatives shall work cooperatively to assume the achievement of equal employment opportunities. Any employee who fails to cooperate to this end shall be subject to disciplinary action. Furthermore, employees who feel they have been discriminated against shall be encouraged to use the grievance provision of this contract prior to seeking relief through other channels. It is understood that the CPA does not have any role in the hiring, discipline or dismissal of any employee.

# **ARTICLE V**

## **GRIEVANCE PROCEDURE**

### **A. PURPOSE OF THE GRIEVANCE PROCEDURE**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee morale. The parties agree that this procedure will be kept as informal as may be appropriate.

### **B. MEMBER RIGHTS**

Nothing contained herein shall be construed as limiting the right of any Member having a grievance to discuss the matter informally with the Chief of Police and having the grievance adjusted without the intervention of the CPA.

### **C. DEFINITION OF GRIEVANCE**

The term "Grievance" as used herein means any controversy arising over the application or violations of any policy or administrative decision affecting the terms and conditions of this agreement and may be raised by an individual or the CPA on behalf of and at the request of an employee or group of employees.

### **D. 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.

## **ARTICLE V, CONTINUED**

### **STEP ONE - CHIEF OF POLICE**

The moving party shall present the grievance in writing, signed by the aggrieved, to the Chief of Police within twenty (20) calendar days of the occurrence giving rise to the grievance for purposes or resolution. Said written notice of grievance shall specify the date and time of the event or decision being grieved, a description of the action, decision or occurrence being grieved, and the section(s) of the contract which are believed to have been violated. A copy of said grievance notification shall be filed with the Borough Administrator Clerk. In the discussion of the grievance, the persons involved shall make an earnest effort to resolve the matter. The Chief of Police shall make whatever additional investigation is necessary, and shall, within ten (10) calendar days after presentation of the grievance, give his decision in writing, a copy of which shall be filed with the Borough Administrator Clerk.

### **STEP TWO - ADMINISTRATOR**

If a grievance is not resolved at Step One, the moving party may, within twenty (20) calendar days of receipt of the answer in step one, submit the written grievance to the Administrator, who shall, within twenty (20) calendar days, hold a hearing on said grievance, and thereafter within five (5) calendar days of the hearing render his decision in writing.

### **STEP THREE - BOROUGH COUNCIL**

If a grievance is not resolved at Step Two, the moving party, within twenty (20) calendar days of receipt of the decision rendered in Step Two, may submit the written grievance to the Mayor and Council, who shall, within twenty (20) calendar days hold a hearing on said grievance and thereafter, within five (5) calendar days of the hearing render their decision in writing.

## **ARTICLE V, CONTINUED**

### **STEP FOUR - ARBITRATION**

- A) In the event the grievance has not been resolved at Step Three, either the Borough or the CPA may, within then (10) calendar days, request arbitration. The right to go to binding arbitration is reserved exclusively as a decision of the CPA and/or the Borough. The Arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission.
- B) The Arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him 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 this agreement or any amendment or supplement thereto.
- C) The cost of the services of the Arbitrator shall be borne equally between the Borough and the CPA. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

### **E. SETTLEMENT OF THE GRIEVANCE**

A grievance will be considered settled upon its withdrawal in writing, or when the grieving party ceases to be an employee by resignation, or when any time limit set forth above has expired for its appeal to the next step. Failure of the moving party to undertake the next appropriate step in the grievance procedure, or failure of any Member to respond within the time frames set forth herein shall be deemed to be a determination of the grievance in favor of the Borough. Failure of the Chief, the Administrator or the Borough Council to respond within the time frames set forth herein shall be deemed to be a determination of the grievance in favor of the Grieving party.

# ARTICLE VI

## COMPENSATION

### A. SALARY

Salaries for Members of the CPA are specified in annual amounts in a multi-step schedule. A Member's pay, however, will be that portion of the annual amount shown equal to the portion of the year employed at a step (see Salary Schedule, Exhibit A).

### SALARY STEP PROGRESSION

The Borough may hire a patrolman at any step in the schedule, as determined by the Borough based on previous experience and education credentials. Progression through the schedule shall be sequential and progression from one step to the next shall be according to the following conditions and procedures:

- 1) Progression from the entry step shall occur on the Member's anniversary date (date of hire) provided all mandated police training has been completed. It is possible that a Member may still be in his/her probationary period and yet be eligible for such step progression. However, in no case will progression be granted if required training has not been completed.
- 2) progression to the next step on the schedule shall be automatic as of the Member's next anniversary date (date of hire) unless an Member has received an "unsatisfactory" performance rating for the Chief of Police for the 12 months prior to the Member's anniversary date (date of hire), and has served at least one year at the current step. Except when denied, progression to the next step on the schedule shall occur on the Member's anniversary date (date of hire) each year until the final step is reached.
- 3) Since progression will not be granted in the case of a less than satisfactory performance rating, Performance Evaluations shall be based on a twelve month period, as determined by the Chief of Police. New employees shall be evaluated for the portion of the period employed. Performance evaluations will be prepared by the Chief of Police. Any review of performance evaluations required by the Mayor and Council shall be completed within the time frame necessary for a determination to be made regarding step progression, as defined within this agreement.

## **ARTICLE VI, CONTINUED**

### **B. LONGEVITY INCENTIVE**

In addition to base salary, Members shall be granted compensation increments as a reward for long term service to the Borough. Longevity incentives will be granted following five (5) years service to the Borough. Longevity payments shall start on the Member's anniversary date (date of hire) . A "satisfactory" or better performance evaluation for the year prior to the granting of such incentive shall be required. Evaluations are addressed elsewhere in the agreement. Longevity incentives, although to be included in base salary, and paid bi-weekly, will not be considered as part of base salary for any future salary negotiations (see attached Exhibit A).

### **C. HOLIDAY PAY**

Public safety requires that police protection be provided on holidays and normal work schedules will require that patrolmen frequently work these days. In recognition of this, additional compensation known as "holiday Pay" is provided, on a per-holiday basis. Holiday Pay is compensation on a per diem basis, derived from the Member's annual base salary daily rate. Holiday pay, however, shall be paid only for holidays occurring during the portion of the year the Member is employed as a Member of the CPA.

### **D. PAYDAYS**

There shall be 26 paydays a year (bi-weekly) and 1/26<sup>th</sup> of annual salary and longevity incentive shall be paid each payday. Holiday compensation shall be accumulated for several months (January through May, and June through November) and paid on the first payday of June and the first payday of December. Holiday and overtime compensation for December shall be paid on the first payday in January. All pay will be at the rates applicable to the period worked, not the period in which payment is made. All other overtime will be paid on a quarterly basis in accordance with a schedule requiring payment on the first payday following each quarter ending March, June, September, and November.

# **ARTICLE VII**

## **DUTY ASSIGNMENTS**

### **A. NORMAL WORK WEEK**

The normal work week for all Members of the CPA shall be determined in accordance with a rotating shift schedule prepared in advance by the Chief of Police. This schedule will be based upon 2080 hours in a 365 day work cycle. A Member of the CPA may change a shift with another Member to pay him his daily rate or provide equal time exchange. The Chief of Police or duty officer must be advised of the proposed schedule change.

### **B. OVERTIME**

All Members of the CPA will be required to work a total of 2080 hours in a 365 day work cycle as stated above. The 2080 hours will be utilized to determine a Member's hourly rate. Overtime will be determined in the following way:

- 1) Coverage of any shift other than scheduled shift.
- 2) Incidental overtime required in connection with Police School, or to close out a scheduled shift or tour of duty.
- 3) Any call outs for breathalyzer operation, prisoner transportation, or any other officially approved activity.

Overtime will be paid at one and one half times the hourly rate of pay specified in the salary schedule attachment.

- 1) All overtime must be verified by the Chief.
- 2) A weekly time sheet must be completed and signed by the Member and the Chief. One copy is provided to the Member, one to the Chief, one is filed with the Borough Administrator Clerk, and one with the Chief Finance Officer.

## ARTICLE VII, CONTINUED

### C. SPECIAL DUTY

In addition to normal and overtime duty, Special Duty assignments may be necessary as follows:

- 1) From time to time, the Borough of Chester may receive a request or requests for employees to perform services for private entities, "special" traffic guard or escort services outside of normal departmental duties. The Members of the CPA may, on off shift hours, provide such services for the private entity. Such services when performed shall be in accordance with the Rules and Regulations as established by the Chief of Police and in accordance with all existing ordinances of the Borough of Chester regulating said special duty assignments.
- 2) The minimum hourly sum to be paid to the employee for special duty shall be that specified in the salary schedule attachment. Special duty compensation shall not be reduced upon payment except by normal deductions.
- 3) The appropriate scheduling officer shall first check with the Members of the CPA to determine which police employees are available for these services. Such services shall first be offered to the Members of the CPA and only then can the same be offered and accepted by either management or the Chief of Police.
- 4) It is expressly recognized and acknowledged by the Members of the CPA that past traditional services relating to the annual Firemen's Carnival, Parade and Church duties are not to be considered as special duty assignments.
- 5) All compensation for special duty assignment shall be paid to the Members of the CPA through the Office of the Chief Finance Officer of the Borough of Chester and shall be receive from time to time on the same basis that all other vouchers are submitted to the Borough Council for payment.



## **ARTICLE VII, CONTINUED**

### **D. ASSIGNMENT OF OVERTIME OR SPECIAL DUTY**

All overtime assignments and/or special duty assignments shall be assigned by the Chief of Police pursuant to a rotating scheduling list consisting of all Members of the CPA.

### **E. COURT DUTY**

All necessary appearances other than during normal shift shall be compensated at the Member's time and one half rate, with a minimum of two (2) hours per court appearance.

- 1) Hourly compensation, when applicable, shall be for the period of time elapsed between the time the Member leaves from, and returns to, the police station. The Member shall notify the Chief or his designee before departure from the police station and upon his/her return.
- 2) The Member shall submit a written report as part of his/her time record setting forth the following details concerning the Court Appearance:
  - Name and location of the court attended
  - Name of the case involved
  - Time of Departure from the police station
  - Time of arrival back at the station
  - Total elapsed time

### **F. CALL IN**

Any Member called in to duty other than a scheduled work shift shall be compensated at time and one half the Member's hourly rate, with a guaranteed two (2) hours minimum.

# ARTICLE VIII HOLIDAYS

Full time members of the CPA shall receive thirteen (13) paid holidays, consisting of twelve (12) designated holidays and one (1) floating holiday. Compensation for these holidays shall be as specified in the attached Salary Schedule for the Member's rank and step. The designated Holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

One Floating Holiday

Floating Holiday application is to be treated in the same manner as personal days, which are addressed elsewhere in this contract.

# ARTICLE IX

## VACATIONS AND PERSONAL DAYS

Vacations and Personal Days are days off from the normal work week and are covered by salary compensation. Since Vacations and Personal Days are intended to be a benefit giving well needed rest from police duty, overtime or special duty are not to be scheduled on such days. Should an emergency, such as a shortage of personnel, require an officer be assigned a full tour of duty on a scheduled Vacation or Personal day, the day off will be canceled and may be taken at a later date; or, optionally, an officer may elect to receive overtime for the period worked, in which case the Vacation or Personal Day is forfeited. Only the latter option applies if a partial tour is worked.

### A. VACATIONS

- 1) Full-time Members shall receive vacation time as follows:
  - a) Up to one year of service: one half (1/2) day per month (6 working days).
  - b) After one year of service: two (2) weeks (10 working days) per year.
  - c) After three years of service: three (3) weeks (15 working days) per year.
  - d) After seven years of service: Members will be entitled to one (1) extra vacation day per year for each year over seven, up to a maximum of ten (10) extra vacation days.
- 2) Vacation time shall be taken during the current year and shall not be cumulative. However, if due to municipal requirements a Member cannot take vacation during the current year, upon approval by the Chief of Police and the Borough Administrator, the Member shall be allowed to take said vacation in the following year and shall be paid for said vacation at his current rate of pay.
- 3) For the purpose of this article, "years of service" shall be computed from each CPA member's initial date of employment. Vacation time during each calendar year shall be pro-rated if necessary.

## ARTICLE IX, CONTINUED

### **B. PERSONAL DAYS**

Vacations are granted in terms of weeks, and officers are urged, but not required, to schedule them in weekly units. To provide for those occasions when personal needs call for a short duration of time off and/or short notice, the Personal Day benefit is provided. Personal days and vacation days differ in no other way. Three (3) Personal Days per year are granted for each Member. Under normal circumstances, requests for a Personal Day shall be made at least seventy two (72) hours in advance of the time taken off. A Personal Day for an emergency shall be made known as soon as possible to the Chief or his designated representative. The Chief of Police or his designee shall approve or refuse such request within twenty four (24) hours of its receipt, and the CPA Member shall have the right to appeal such refusal, immediately, to the Borough Administrator.

# **ARTICLE X**

## **TRAVEL AND MEAL ALLOWANCE**

### **A. TRAVEL**

- 1) Members will not use their private vehicles for official purposes, nor will mileage be paid therefore, except as directed by the Chief of Police, in which case payment will be at the rate of mileage allowance as set and determined from time to time by the Internal Revenue Service.
- 2) Required court appearances are excluded from this article with respect to payment for mileage.
- 3) The distance for all mileage allowance is to be computed starting from Police Headquarters traveling to destination, and then return to Headquarters, and must be approved by the Chief of Police.

### **B. MEALS**

Members of the CPA are to receive up to seven (\$7.00) dollars per meal while traveling on official business. Compensation shall be made upon the Member's return and presentation of vouchers and receipts.

# ARTICLE XI

## SICK AND BEREAVEMENT LEAVE

### A. SICK LEAVE

- 1) "Sick Leave" is defined as the absence, with pay, from duty of a Member of the CPA 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. "Accrued Sick Leave" is defined as the total of all days of unused sick leave, which accumulate to the benefit of the CPA Member from year to year. "Sick Leave Bank" refers to the total number of sick leave days available to a CPA Member at any given time, including both Sick Leave and Accrued Sick Leave.
- 2) Full time Members shall receive the following Sick Leave:
  - a) Up to one year of service: Three (3) days per quarter
  - b) After one year of service: Twelve (12) days per year.
- 3) All Sick Leave designated in Paragraph 2 above is cumulative.
- 4) During any given calendar year, a Member in need of being absent with pay from duty because of injury or illness, or the attendance upon a family member who is ill or injured, shall utilize all available sick leave days before utilizing any accrued sick days. Each shift missed shall be subtracted from the sick leave bank as one (1) day, irrespective of the length of the shift missed.
- 5) Partial Shifts, where the Member must leave early, shall be deducted on a per hour basis.

## ARTICLE XI, CONTINUED

### **B. CASH REIMBURSEMENTS OF ACCRUED SICK DAYS**

- 1) Requests for Cash Reimbursements of accrued sick days fall under one of the following two categories:
  - An Annual Request for Cash Reimbursement of Accrued Sick Days, or
  - A Request for Cash Reimbursement of Accrued Sick Days upon Retirement or Voluntary Separation from Employment with the Borough.
- 2) All requests for Cash Reimbursements of accrued sick days shall be made in writing, and shall specifically identify the category of cash reimbursement being requested. No member who has submitted a written notice of retirement or voluntary separation from employment with the Borough shall thereafter be entitled to submit a request for an Annual Cash Disbursement of Accrued Sick Days.
- 3) As of January 1, 1998, for the purposes of cash reimbursement of accrued sick days, each accrued sick day 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 accrued. Sick time accrued prior to January 1, 1998 shall hold a value corresponding to the officer's rate of pay as of December 31, 1997.
- 4) An accounting of the time each officer has accrued as of December 31, 1997 shall be attached to this Agreement. The number of days will be verified and initialed by each Member, the Chief of Police, and the Administrator.
- 5) Each Member will be required to sign a statement upon withdrawing cash from the sick leave bank, acknowledging that the Member is aware of, and agrees that, the days the Member is being paid for are no longer available either in the event of illness or upon retirement or voluntary separation from service with the Borough.

## ARTICLE XI, CONTINUED

### C. ANNUAL REQUEST FOR CASH REIMBURSEMENTS OF ACCRUED SICK DAYS

- 1) As a condition of submitting an Annual Request For Cash Reimbursement of Accrued Sick Days.
  - a) each Member will be required to maintain a minimum of thirty (30) days of accrued sick leave prior to any request for reimbursement.
  - b) Written requests for annual cash reimbursements of accrued sick leave shall be made during the month of December of each calendar year, by the Member to the Chief of Police, who will turn over the requests to the Chief Finance Officer on or before January 15 of the following calendar year. The Borough shall provide for payment of the requested cash reimbursements of accrued sick leave, no later than May 1<sup>st</sup> of the calendar year following submittal of the request.
- 2) Total disbursement liability of the Borough shall not exceed \$30,000 for Annual cash reimbursement requests in any calendar year. The total disbursement requested shall be divided by the number of Members wishing to receive payment, or as determined by the CPA.



## ARTICLE XI, CONTINUED

### D. REQUEST FOR CASH REIMBURSEMENT OF ACCRUED SICK DAYS UPON RETIREMENT OR VOLUNTARY SEPARATION FROM EMPLOYMENT

- 1) Each Member, upon retirement or voluntary termination of employment for other than disciplinary reasons, shall be entitled to a cash disbursement of all accrued sick leave based on the following scale:
  - a) After five (5) years of service, the Member shall be entitled to receive compensation for 25% of days accrued up to a maximum of 75 days.
  - b) After ten (10) years of service, if a Member submits written notice of intent for termination from employment at least ninety days in advance of separation date, the Member shall be entitled to receive compensation for 50% of days accrued up to a maximum of 75 days. If written notice of intent for separation from employment is received less than one year in advance of separation date, the Member shall be entitled to receive compensation for 25% of days accrued up to a maximum of 75 days.
  - c) After fifteen (15) years of service, if a Member submits written notice of intent for termination from employment at least ninety days in advance of separation date, the Member shall be entitled to receive compensation for 75% of days accrued up to a maximum of 75. If written notice of intent for separation from employment is received less than one year in advance of separation date, the Member shall be entitled to receive compensation for 50% of days accrued up to a maximum of 75 days.
  - d) After twenty (20) years of service and/or upon Service Retirement, as that term is defined by the New Jersey Public Employee Benefit Manual of the State of New Jersey Division of Pensions, if a Member submits written notice of intent for termination from employment at least one year in advance of separation date, the Member shall be entitled to receive compensation for 100% of days accrued up to a maximum of 75 days. If written notice of intent for separation from employment is received less than one year in advance of separation date, the Member shall be entitled to receive compensation for 75% of days accrued up to a maximum of 75 days.

## **ARTICLE XI, CONTINUED**

### **E. ADDITIONAL SICK LEAVE**

In the event that a Member must undergo hospitalization for major illness, and/or recuperation from a major illness, which requires the Member to miss more than ten (10) consecutive working days, and if the said Member has exhausted his existing sick leave bank, the said Member shall be entitled to receive additional sick leave in the amount of three (3) days per year of service. A doctor's certification shall be required to establish eligibility for the additional sick leave described herein. Said additional sick leave is not cumulative, and may under no circumstances become accrued sick days for the Member.

### **F. BEREAVEMENT LEAVE**

- 1) In case of death in the immediate family, a Member shall be granted up to five (5) days Bereavement Leave.
  - a) "Immediate family" shall be defined as the Member's spouse, child, stepchild, parent, brother or sister.
- 2) Three (3) days Bereavement Leave shall be granted in case of death of any of the following family members: Grandparents, Father-in-law, Mother-in-law, Brother-in-law, or Sister-in-law.
- 3) One (1) day Bereavement Leave shall be granted in case of death of any other person related by blood or marriage.
- 4) If any individual described in paragraphs 2) and 3) above resided at the time of their death in the same residence as the CPA Member, each employee shall be granted five (5) days leave as described in paragraph 1).
- 5) Reasonable verification of the event may be required by the Borough.

## ARTICLE XII

### WORK INCURRED INJURIES

For the purpose of this Article, injury incurred while the Member is acting in any employer-authorized activity, shall be considered "in the line of duty". A full-time Member who sustains an injury as defined above which results in said Member becoming temporarily disabled as same is defined by the Worker's Compensation laws of the State of New Jersey, shall, during the time of temporary disability, be entitled to receive weekly compensation benefits in an amount equal to the Member's weekly salary, less regular social security, Pension, Federal and State Income Tax Withholding, Federal and State Unemployment Withholding Deductions, and the amount of temporary disability benefits received under the Worker's Compensation laws of the State of New Jersey.

The compensation benefits provided for herein shall not exceed a period of twelve (12) months for any disability occurring out of the same accident, provided, however, if said disability as herein defined continues for a period in excess of twelve (12) months the Members shall be entitled, for a period not to exceed an additional twelve (12) months, to receive compensation equal to eighty (80%) per cent of the Member's gross weekly salary less the deductions referred to above.

The compensation benefit described herein shall cease:

- upon the officer's return to work, or the date he is required to return to work, under the Worker's Compensation Laws of the State of New Jersey, or
- Temporary Disability benefits cease under the Worker's Compensation Laws of the State of New Jersey, or
- As of the date of a Permanent Partial Disability award under the Worker's Compensation laws of the State of New Jersey,

whichever shall first occur. The Borough shall have the right to have the Member examined by a doctor of its choice, to ascertain the Member's ability to return to work.

## **ARTICLE XIII**

### **ADDITIONAL BENEFITS**

- A. **HEALTH BENEFITS**: The Borough shall continue to provide enrollment in the Hospital and Medical Benefit Program presently in existence with the New Jersey State Health Benefits Plan.
- B. **PENSION**: The Borough shall continue to contribute to the Police and Firemen's Retirement System in the amount equal to that required by Statute.
- C. **CLOTHING ALLOWANCE**: Each CPA Member shall receive a Clothing Allowance of \$525.00 in the first year of this contract term, and \$575 in the second year of this contract term. Purchases are subject to the approval of the Police Chief, and shall be paid by Borough Purchase Order or voucher. Said clothing allowance shall be used for no other purpose.
- D. **CLOTHING MAINTENANCE**: The Borough shall provide a clothing maintenance service for all CPA Members, to be used for maintenance of Members' regular working attire.
- E. **FALSE ARREST**: The Borough shall provide full insurance to cover any claim of false arrest, both inside and outside the Borough of Chester.
- F. **POLICE TRAINING SCHOOL MEAL ALLOWANCE**: While a Member is attending a required police training school, the member shall receive an allowance of ten (\$10.00) dollars per day to defray the cost of meals, provided that the Member is required to remain overnight and/or that meals are not provided in the fees paid by the Borough for attendance at said school.
- G. **UNIFORM REPLACEMENT**: The Borough of Chester shall replace any uniform which is destroyed in the line of duty. This replacement shall be in addition to the normal allowances.

## ARTICLE XIII, CONTINUED

- H. WORK-RELATED TELEPHONE CALLS:** The cost of telephone calls involving Required Police Business, which must be made via a Member's personal telephone, shall be charged to the telephone at Police Headquarters.
- I. WEAPONS:** The Borough agrees to provide all full-time Members with on-off duty weapons as chosen by the CPA, and approved by the Chief of Police. Weapons shall remain, at all times, the property of the Borough of Chester. Members may also use personal weapons for off-duty times, providing that said weapons are registered with the Borough of Chester, the member qualifies with said weapon, and the Member furnishes the necessary ammunition.
- J. DISABILITY:** The Borough will provide for coverage under the New Jersey State Disability Laws.
- K. DETECTIVE:** The title and position of Detective will be maintained in the appropriate Borough Ordinance and, if said title and position is held by a Member of the CPA, a stipend of \$450.00 will be provided for fulfilling the duties of said position. Said stipend will be paid in one separate check on June 30<sup>th</sup>. The Detective Stipend is to be included in Total Wages, but shall not be included for future salary negotiations or increases.
- L. D.A.R.E. OFFICER:** The Member of the CPA who represents the Borough in the Chester School system to instruct the DARE program, will be compensated through compensatory time at a rate of one and one half hours for each hour worked. This compensatory time off may be taken at the choice of the Member so long as the time requested does not create an overtime situation in scheduling. Any time earned after November 15 of any year will be paid to the Member in the form of overtime based on the Member's hourly rate of pay, and will be paid as a part of the December Overtime payment to the Member.

# ARTICLE XIV

## COLLEGE REIMBURSEMENT

Members of the CPA shall be entitled to college and Higher Education tuition reimbursement upon the following terms and conditions:

- A) All such college courses shall be taken at an accredited college towards a degree in law enforcement.
- B) A course outline of the law enforcement degree shall be submitted to the Chief of Police. The Member taking the course will need the course approval form filled out and approved by the Chief, said form to be maintained on file in the Chief's office.
- C) All compensation for college courses shall be paid at one hundred (100%) per cent for actual tuition costs for said course or courses including the cost of all necessary books. Same shall be paid to the employee upon successful completion of said course. "Successful completion" shall be defined as a Grade of "C" or better.

## **ARTICLE XV**

### **HOSPITALIZATION AFTER DISABILITY**

- A. Any Member forced to retire due to a disability incurred in the line of duty shall be entitled to hospitalization benefits to the same extent that benefits are provided in the standard Policy of the Borough for Active Employees.
  
- B. This coverage shall continue during the lifetime of the disabled officer and his/her spouse under the family plan, but shall terminate as to the spouse upon remarriage after his/her death or divorce.

## ARTICLE XVI SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law, by any state Court, Administrative Body or other Tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in the N.J.S.A. 34:3A-3 et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.



## **ARTICLE XVII**

### **FULL BARGAINED PROVISIONS AND FUTURE NEGOTIATIONS**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- B. If On October 1 of the last year of this contract the parties mutually agree that its term shall be extended for an additional year only, the rates of compensation specified in Article VI shall be negotiated for the additional year. A new page to be added to Attachment A will be agreed upon to formalize the extension.

# ARTICLE XVIII

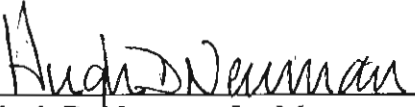
## DURATION

The terms of this Agreement shall be for the period commencing January 1, 1998 and ending December 31, 1999.

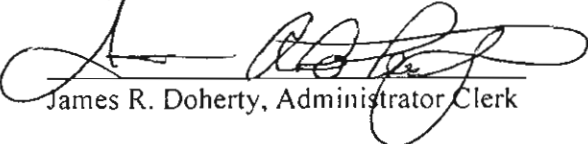
IN WITNESS WHEREOF, the Borough of Chester has caused this Agreement to be executed on its behalf and its official seal to be affixed by its Clerk thereunto duly authorized, and the Chester Borough Police Officer's Association has caused this Agreement to be executed by its duly designated representative.

DATED: April 20, 1998.

THE BOROUGH OF CHESTER

  
Hugh D. Newman Jr., Mayor

Attest:

  
James R. Doherty, Administrator Clerk

CHESTER BOROUGH POLICE  
OFFICER'S ASSOCIATION

  
Ptl. Keith R. Anderson, Negotiator

**ATTACHMENT A**  
**1998-99 SALARY SCHEDULE ATTACHMENT**

During Calendar Year **1998**, the following compensation shall be paid:

<u>PATROLMAN</u>		<u>SERGEANT</u>
START:	\$32,000.00	\$53,474.00
STEP ONE:	\$36,000.00	
STEP TWO:	\$40,200.00	
STEP THREE:	\$44,450.00	
STEP FOUR:	\$48,771.00	

PLUS LONGEVITY WHEN APPLICABLE

During Calendar Year **1999**, the following compensation shall be paid:

<u>PATROLMAN</u>		<u>SERGEANT</u>
START:	\$33,200.00	\$55,479.00
STEP ONE:	\$37,350.00	
STEP TWO:	\$41,708.00	
STEP THREE:	\$46,117.00	
STEP FOUR:	\$50,600.00	

PLUS LONGEVITY WHEN APPLICABLE

**Detective Compensation:** See "Additional Benefits", Article XIII, Paragraph K.

**Number of Holidays Per Year:** 13

**Minimum Rates:** Per Special Duty Tour, Time and One Half the Member's Hourly Rate

**LONGEVITY INCENTIVES:**

After Five (5) Years:	\$ 500.00
After Eight (8) Years:	\$1,000.00
After Twelve (12) Years:	\$1,500.00
After Sixteen (16) Years:	\$2,000.00
After Twenty (20) Years:	\$2,500.00
After Twenty Four (24) Years:	\$3,000.00