



**LABOR AGREEMENT
BETWEEN
BOROUGH OF CLEMENTON
AND
CHIEF OF POLICE
CHARLES GROVER
(Effective 01/16/2018)**

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ARTICLE I RECOGNITION

This agreement made and entered into this **16th Day of January, 2018** by and between the Borough of Clementon, a municipal corporation of the State of New Jersey hereinafter referred to as **The Borough** and the **Chief of Police**, member of the Clementon Police Department:

Whereas, the Chief of Police having been recognized by the governing body of the Borough as a bargaining agent for himself and negotiations having been pursued in accordance with the Provisions of Chapter 303 of the Public Laws of 1968 and the parties hereto, it is mutually agreed as follows;

ARTICLE II HOURS OF WORK

The normal work week shall average forty (40) hours, (2080) hours annually. The normal work day shall consist of eight (8) hours for each twenty-four (24) period.

ARTICLE III LABOR AND MANAGEMENT RIGHTS

It is understood that this labor agreement is pursuant to the labor management relations act of the State of New Jersey. Accordingly, the powers, rights, prerogatives, duties responsibilities and authority of the parties stem from such law, and said powers and duties are retained by the parties except those and only to the extent that they are specifically modified by the agreement and are not contrary to public police nor any law of the State of New Jersey.

It is further understood that no agreement with any outside agency, entity, person or group, including the federal government, regarding substantial changes in working conditions or equipment shall be agreed to by the Borough of Clementon without the approval of the officers covered by this agreement.

ARTICLE IV MOTOR VEHICLE

The Borough of Clementon shall furnish the Chief of Police with an unmarked motor vehicle to be used expressly by the Chief of Police for his official and personal use. Personal use shall be limited to (40) mile radius of the Borough while on call. The Borough also agrees to assume all fuel and maintenance cost of said vehicle. The vehicle

is warranted to be the Chief of Police's vehicle so long as he remains in the official capacity of Chief of Police.

This article is in acknowledgment that the Chief of Police is on call twenty four (24) hours a day, seven days a week and must be able to respond as required by law.

ARTICLE V CONFERENCE EXPENSES AND DUES

The Borough of Clementon shall provide the Chief of Police with expenses covering all cost with attending The New Jersey State Association of Chiefs of Police Conference, The League of Municipalities Conference or any other police safety related conferences to which the Chief's attendance would benefit the Borough of Clementon. Conference related fees must be approved through the governing body. These expenses shall be limited to a total of **three thousand dollars (\$3,000.00) per year.**

The Borough of Clementon shall pay annual dues to the New Jersey Association of Chiefs of Police, South Jersey Chiefs of Police Association, the Camden County Chiefs of Police Association, and the F.O.P.

ARTICLE VI LEGAL INDEMNIFICATION

The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The Chief of Police, subject to the approval of the Borough, may make the selection of an attorney and the Borough shall not unreasonably withhold such approval. The Borough shall similarly be responsible to indemnify the Chief of Police and provide counsel for the Chief of Police in connection with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.

ARTICLE VII PERSONAL DAYS

Four Personal Days:

The Chief of Police shall receive four (4) personal days. Personal days shall be used for whatever reason, at the Chief's discretion. Notification to the Borough Administrator when practicable should be made prior to the use of the day.

ARTICLE VIII VACATION

The Chief of Police shall receive two hundred four (204) hours of annual vacation leave per year. Vacation time should be scheduled and taken within the calendar year it is earned. Though vacation time should be taken within the calendar year it is earned, vacation days may be accumulated. Request for accumulation of vacation time will be submitted to the Public Safety Committee.

If employment ceases during that year, prior to the actual earning of vacation time, and said employee has already taken the time contemplated by this article, he shall pay back to the Borough of Clementon, upon termination of employment, that amount of pay allotted to the vacation time which was improperly anticipated, and shall be paid for any accumulated vacation time at their rate of pay.

ARTICLE IX SICK LEAVE

The current sick leave policy shall be continued until amended by agreement as follows:

The Chief of Police shall be entitled to fifteen (120) hours of sick leave each year on a cumulative basis.

Notice of sick leave for absences of long duration must be presented to the Borough Administrator or the "Appropriate Authority", whichever is feasible at the time.

Clementon may require that an employee show proof of his illness so as to prevent the abuse of sick leave. It is understood that abusing the sick leave privilege for cause other than being sick or as outline above may precipitate action.

Sick leave may be utilized by members of the police department when such members are unable to perform their normal duties because of personal illness, accident or exposure to a contagious disease. Sick leave may be utilized for the attendance upon the member of the employee's immediate family who may be seriously ill. Immediate family is defined to include spouse, father, mother, father or mother of spouse, child or foster child, sister, brother, or a blood relative of the wife or husband residing on a full time basis in the employee's household.

Clementon may require an employee, who has utilized sick leave or who has been absent because of personal illness, as a condition to return to work, to be examined at the expense of Clementon by a designated physician. Such an examination is to formulate a medical opinion as to whether or not the employee is capable of performing his or her normal assignment and that his return will not jeopardize the health and safety of others.

Upon retirement, if an employee has accumulated earned sick leave, he shall be entitled to receive pay for said sick time of no more than \$15,000.00 as required by the State of New Jersey. Payment will be made at that officer's hourly rate at the time of retirement. This clause can be utilized only in accordance with a retirement plan established in accordance with the laws of the State of New Jersey.

If an employee leaves his Clementon employment, in good standing, for reasons other than retirement, he shall be entitled to receive payment, in a lump sum, for any unused and accumulated sick leave in accordance with the following scheduled:

- | | |
|-----------------------------------|-----|
| 1. After five years of service | 20% |
| 2. After ten years of service | 30% |
| 3. After fifteen years of service | 40% |
| 4. After twenty years of service | 50% |
- (Not to exceed a dollar amount of \$15,000.00)

If a member of the Clementon Police Department is unable to perform his duties by reason of illness, as proven to the satisfaction of Clementon, and has used all of the accumulated sick leave time, vacation time and any other time due to the employee, health medical and life insurance coverage shall be continued on said employee and his family for a period not to exceed one year, or until he return to duty, unless his services with Clementon is terminated, whichever contingency occurs first.

An officer covered by this agreement who retires in good standing with the Borough of Clementon and with having attained the minimum requirements set forth by the State of New Jersey Police and Firemen's Retirement System (P.F.R.S.) for an eligible service pension shall continue to receive full medical benefits (as described in article XVII) payable by the Borough of Clementon for the officer, spouse and children as provided by the health benefit plan until the death of the officer.

If during the course of the retirement the officer becomes deceased and the officer's spouse should remarry the coverage for the spouse would be null and void.

If during the course of the retirement the officer should receive medical coverage either through employment, the officer's medical coverage provided by the Borough would no longer be in effect.

Any officer who retires in good standing due to a disability, duty related, will continue to receive full medical coverage payable by the Borough of Clementon to include the officer's spouse and children as provided by the health benefit plan.

If during the course of the disability the officer becomes deceased and the officer's spouse should remarry this coverage would become null and void.

If during the course of the disability the disabled officer obtains other medical coverage either through employment of the officer or officer's spouse the Borough's medical coverage will no longer be in effect exclusive of the job related disability.

In the event that an officer is killed in the line of duty the Borough of Clementon will provide, at their expense, medical coverage for the surviving spouse and the officer's children. This coverage would be in effect until the officer's youngest child obtains the age as provide by the health benefits plan. At that time, the spouse will assume 50% of the cost of the medical coverage supplied by the Borough of Clementon. In the event that the officer's spouse should remarry, this clause will be null and void.

The Borough of Clementon agrees that whatever the current trend of repayment/ agreement exists at the time of the officer's retirement will be in effect for the continued medical coverage provided by this contract.

Clementon also agrees that the Chief of Police is eligible to sell back the first unused 120 hours of sick time accrued in each calendar year. All sick hours utilized in a calendar year will be deducted from the available 120 hours eligible for sell back.

ARTICLE X MISCELLANEOUS

The terms and conditions of this agreement shall in no way be constructed so as to be in derogation of existing policies and benefits granted to the Chief of Police which are not covered by this agreement. Said policies and benefits shall continue in this manner that are in existence at the time of the signing of this agreement, except as specifically changed by this agreement.

ARTICLE XI ON-CALL TIME

Pagers: as the position of Chief of Police is a management position in the Clementon Police Department, Clementon Borough will provide and maintain a cellular phone for the Chief of Police, inclusive of an unlimited DATA package.

ARTICLE XII DISABILITY LEAVE

In the event that an employee is disabled by injury or illness, which was incurred in the performance of duty or arising out of the employment, that individual shall be granted a leave of absence with full pay and other benefits as provided by this agreement, for a period not to exceed one year. This is conditioned upon the fact that the disability or illness was deemed to be a direct result of or arising out of the employment and certified

as such by a physician designated by Clementon. The municipality shall require evidence in the form of a physician's report as to the original and continuing disability of such employee. Clementon may request such certifications from time to time during the course of the alleged disability or illness.

Disability payments, from public source whatsoever including the State Disability Plan and Workmen's Compensation Insurance, which may be received by the employee, shall not offset against the pay received by the employee.

If an employee sustains injuries arising out of or in the course of performance of his duties, the lost time, as a result thereof, shall not be charged against sick leave.

ARTICLE XIII FUNERAL LEAVE

In the event of a death in the immediate family, an employee shall be entitled a leave of absence (funeral leave) with pay from the date of death to the date of burial, not to exceed five working days.

Immediate family shall be defined, for the purpose of this article, to be the same definition found in Article X (Sick Leave) and shall also include the grandparents of either the husband or wife.

Additional Leave

In the event of the death of a member of the officer's immediate family (spouse, children or step children) additional time may be granted through the "appropriate authority". In the event the Chief of Police shall need more time than five weeks of sick leave, the Chief of Police would be required to get approval through the Governing Body.

ARTICLE XIV CORRECTIVE LENSES

The Chief of Police shall be entitled to an allowance paid by Clementon for the cost of eye glasses, either new or replacement, not to exceed \$300.00 over a two year period.

ARTICLE XV

LIABILITY AND FALSE ARREST INSURANCE

Clementon agrees to provide insurance coverage for each officer for the liability and false arrest, in the amount including, but not limited to, all actual and compensatory damages and applicable attorney's fees / proof of such coverage shall be on file with the Municipal Clerk. A copy of which shall also be maintained in the police department.

ARTICLE XVI

LIFE INSURANCE

Employees covered by this agreement shall be provided with a group life insurance in the amount of \$20,000.00. The cost thereof shall be borne by Clementon. It is understood that the employee, as a member of the retirement system of the State of New Jersey, may be entitled to group life insurance as provided under separate laws. In the event that Clementon decides to change insurance companies providing the above stated coverage, there shall be no detriment to the covered employees.

ARTICLE XVII

HEALTH INSURANCE COVERAGE

Clementon agrees to provide medical coverage for the Chief of Police and his immediate family. The Chief of Police shall contribute to the cost of medical benefits as mandated by P.L. 2011, c78. The coverage shall consist of New Jersey Health Benefits Plan, including the New Jersey State Health Benefits prescription plan. The plan allows for certain choices to be made by the employee, and it is contemplated that those choices will be made directly with the Administrators of the New Jersey Health Benefits Plan. The insurance will be effective when the employee is accepted by the carrier's enrollment periods. The Employer shall have the right to change carriers provided that the coverage is equal or better than the present coverage.

The Chief of Police shall be responsible for whatever copayments are required by the New Jersey Health Benefits Plan during the term of the contract. In addition, the Chief of Police will be enrolled in the State Disability Insurance, when available to enroll, with the understanding that the Chief of Police will pay his required portion.

ARTICLE XIII

DENTAL

Clementon agrees to pay for the full cost and provide a dental plan, administered by the State Health Benefits Plan, or future plan of equal or greater coverage.

ARTICLE XIX COLLEGE CREDITS

During the time when an officer is attending an institution of higher learning or the purpose of obtaining college credits applicable towards a degree or certificate in law, law enforcement or public administration, Clementon agrees to pay said officer the sum of \$5.00 yearly, for each college credit (to a maximum of 60 credits). Said payment shall be made to the officer during the time he is actually enrolled in an attending said institution. The payment shall be made annually, during the first pay period in December. In view of the fact that the curriculum normally commences in September of each year, the \$5.00 sum shall be appropriated accordingly.

ARTICLE XX CLOTHING AND EQUIPMENT

Clementon shall pay clothing and equipment allowance at the same rate provided to the members of the Clementon Police Association per year. Said sum of money shall be used to maintain, repair, and replace duty uniforms and equipment. The Chief of Police may use this money for civilian clothing which is worn during the performance of his duties. If Clementon changes the uniform, Clementon will bear the expense of adequate initial issue and said expense will not be deducted from the allowance as aforesaid. It is understood and agreed that this clothing and equipment allowance is to be utilized for the purpose set forth in paragraph one. The clothing and equipment allowance shall be paid in one lump sum in the first pay period on June.

ARTICLE XXI DEMOTION PAY

In the event the Chief of Police is demoted for reasons of merger of the police department, shared services agreements, or any other method of consolidation or reduction of the police force, or it's positions, the Chief of Police shall continue his employment with the Borough at the highest or most current salary/health benefit package in effect at the time of the merger, consolidation, or reduction or elimination of positions. In any of these instances, the Chief of Police shall assume the next ranking position within the police department and shall be no less than second in command, unless otherwise agreed to in writing by the Chief of Police.

ARTICLE XXII
SALARY
CHIEF OF POLICE CHARLES GROVER

As agreed with the Clementon governing Council, Chief of Police Charles Grover shall receive a base salary as follows:

January 01, 2018 – December 31, 2018	\$117,000.00
January 01, 2019 – December 31, 2019	\$117,000.00
January 01, 2020 – December 31, 2020	\$117,000.00

The Chief of Police agrees to serve as:
9-1-1 Municipal Coordinator, Drunk Driving Enforcement Fund Coordinator, Assistant Coordinator for any existing State or Federally funded grants such as Safe Neighborhoods, Safe and Secure Communities Grant, U.S. Department of Justice C.O.P.S., Fast C.O.P.S., Universal grants, ect.

ARTICLE XXIII
COMMUNICABLE DISEASE

An officer covered under this agreement who contracts a communicable disease, a rebut-table presumption shall arise that said officer contracted the disease in the course of his employment. The onset shall be assumed to be from an incident or individual which had likely given arise to the disease and benefits provided to employees in Articles X, XII, and XVII of this agreement shall apply and remain in full force

ARTICLE XXIV
TERMS OF AGREEMENT

This agreement shall be effective January 16, 2018 and shall remain in full force and effect until December 31, 2020.

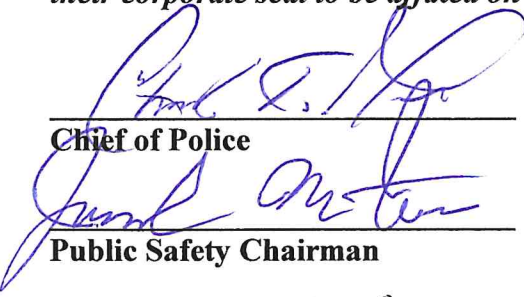
The benefits contained within this agreement shall be binding at the time of signing by parties and shall remain in effect until a successor agreement has been negotiated and put in effect.

The terms of this agreement and the benefits contained within this agreement shall not be removed, revoked, or amended in any form without the express written consent of Chief of Police.

**ARTICLE XXV
SEVERABILITY**

In the event that any provision of this agreement between the parties shall be held by operation of law or by order of any court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of said agreement shall not be affected. It is further agreed that in the event that any provision is finally declared invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerns for such clause or clauses.

In witness whereof, the parties hereto have affixed their hands and seals or caused their corporate seal to be affixed on the day, month and year written below;



Chief of Police

7/15/19

Date



Public Safety Chairman

7/15/19

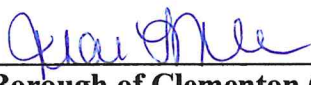
Date



Mayor of Clementon

7/21/19

Date

Attest: 

Borough of Clementon Clerk/ Administer

6-18-19

Date