



Contract Negotiations Thursday

1 message

Brian Curley <bcurley@chestertownship.org>

Wed, Sep 18, 2019 at 1:29 PM

To: Douglas Shea <dshea@chesterpolicej.org>

Cc: Michael Inganamort <minganamort@chestertownship.org>, Robin Collins <rcollins@chestertownship.org>, Derek Macchia <dmacchia@chestertownship.org>

Dear Doug,

We are still confirmed for our meeting on Thursday at 2 pm. Lets do the conference room at the Township so that Derek and Robin can be close to work if they are needed for anything.

Derek only received your initial numbers on Monday, and so he is still working through the numbers and we were not able to fully formulate the Township's counter at the meeting last night. There are some things with the calculations that Derek has some questions on and we can continue to the discussion on those items. There are also some other things that we can try to make progress on as well.

If you need to discuss anything in advance of the meeting tomorrow please call me.

Best,

Brian

--

Brian F. Curley

Councilman - Chester Township Council

BCurley@ChesterTownship.Org



Re: Comparable Towns

5 messages

Brian Curley <bcurley@chestertownship.org>

Thu, Sep 26, 2019 at 12:50 PM

To: Pba 315 <chesternjpba@gmail.com>

Cc: Robin Collins <rcollins@chestertownship.org>, Michael Inganamort <minganamort@chestertownship.org>, Derek Macchia <dmacchia@chestertownship.org>, "David M. Alberts" <dalberts@mdmc-law.com>, "James E. Patterson" <JPATTERSON@mdmc-law.com>

Nick,

I think a couple of those municipalities are still in negotiations but I will have Derek check. If they are, then we can't use them.

We discussed at the last meeting that Kinnelon can't be used since it entered into an unusual compromise to significantly decrease the cost of health care obligations and increase the healthcare contributions by the PBA in Kinnelon. As we discussed at the last meeting, the Township is not proposing that type of arrangement and I understood from the discussion at the meeting that the PBA did not want to go in that direction either. Unless Derek rechecks and gets different information, Kinnelon is not a valid comparator we can agree to use. (Derek - please confirm the situation with Kinnelon's new contract).

I'm forwarding this to Derek, Robin and Mike and the Township attorney to keep him in the loop.

Derek - please respond to this email limited to whether Chatham Township, Chatham Borough, Harding and Florham Park have valid active contracts that we can compare or if those entities are also in the midst of renegotiating.

Be well,

Brian

On Thu, Sep 26, 2019 at 11:03 AM Pba 315 <chesternjpba@gmail.com> wrote:

Brian,

Please reference Chatham Township, Chatham Borough, Harding Township, Kinnelon and Florham Park as comparisons regarding the 2019 contract.

Thank You

Nick Salamone

--
Brian F. Curley

Councilman - Chester Township Council
BCurley@ChesterTownship.Org

Brian Curley <bcurley@chestertownship.org>

Thu, Sep 26, 2019 at 12:54 PM

To: Pba 315 <chesternjpba@gmail.com>

Cc: Robin Collins <rcollins@chestertownship.org>, Michael Inganamort <minganamort@chestertownship.org>, Derek Macchia <dmacchia@chestertownship.org>, "David M. Alberts" <dalberts@mdmc-law.com>, "James E. Patterson" <JPATTERSON@mdmc-law.com>, Douglas Shea <dshea@chesterpolicenj.org>

Nick,

Also - Derek is out this week at a conference so we won't be able to get numbers this week. Please have Doug give me a call to discuss.

Brian
[Quoted text hidden]

Pba 315 <chesternjpba@gmail.com>

Thu, Sep 26, 2019 at 1:40 PM

To: Brian Curley <bcurley@chestertownship.org>

Cc: Robin Collins <rcollins@chestertownship.org>, Michael Inganamort <minganamort@chestertownship.org>, Derek Macchia <dmacchia@chestertownship.org>, "David M. Alberts" <dalberts@mdmc-law.com>, "James E. Patterson" <JPATTERSON@mdmc-law.com>

Brian,

I forgot about our discussion regarding Kinnelon. Instead of Kinnelon we would like to use Boonton Township.

Thanks

Nick

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Douglas Shea <dshea@chesterpolicej.org>

Thu, Sep 26, 2019 at 5:05 PM

To: Brian Curley <bcurley@chestertownship.org>, Pba 315 <chesternjpba@gmail.com>

Cc: Robin Collins <rcollins@chestertownship.org>, Michael Inganamort <minganamort@chestertownship.org>, Derek Macchia <dmacchia@chestertownship.org>, "David M. Alberts" <dalberts@mdmc-law.com>, "James E. Patterson" <JPATTERSON@mdmc-law.com>

Brian,

I understand some of these agencies are currently out of contract, that is why Nick was requesting to use the 2019 contacts as discussed in the meeting. Please let me know if this would be acceptable and clarified any confusion.

Thanks,
Doug

Detective Douglas Shea
Chester Police Department
1 Parker Road
Chester, NJ 07930
(908)-888-2783 (Direct)
(908)-879-5514 x 862
(908)-879-8083 fax



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From: Brian Curley <bcurley@chestertownship.org>
Sent: Thursday, September 26, 2019 1:54 PM
To: Pba 315 <chesternjpba@gmail.com>
Cc: Robin Collins <rcollins@chestertownship.org>; Michael Inganamort <minganamort@chestertownship.org>; Derek Macchia <dmacchia@chestertownship.org>; David M. Alberts <dalberts@mdmc-law.com>; James E. Patterson <JPATTERSON@mdmc-law.com>; Douglas Shea <dshea@CHESTERPOLICENJ.ORG>
Subject: Re: Comparable Towns

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Derek Macchia <dmacchia@chestertownship.org> Mon, Sep 30, 2019 at 10:39 AM
To: Brian Curley <bcurley@chestertownship.org>
Cc: Pba 315 <chesternjpba@gmail.com>, Robin Collins <rcollins@chestertownship.org>, Michael Inganamort <minganamort@chestertownship.org>, "David M. Alberts" <dalberts@mdmc-law.com>, "James E. Patterson" <JPATTERSON@mdmc-law.com>

Good Morning,

I spoke with the CFO from Kinnelon while at my conference. He informed me that the Kinnelon contract is still being negotiated, so it appears as though it won't be available for comparison.

As to the other contracts:

- Boonton Township - Settled. I have a copy for comparison purposes. (Contract Attached)
- Chatham Township - Expires on December 31, 2019. I can compare 2019 salaries, but not future wages unless the contracts settles. (Contract Attached)
- Chatham Borough - Expires on December 31, 2020. I can compare 2019 salaries and 2020 proposed salaries (Contract Attached)
- Florham Park - Not available on PERC. I will call the town and request a copy of the contract
- Harding - Not available on PERC. I will call the town and request a copy of the contract

Please let me know if I missed anything.

[Quoted text hidden]

--
Derek Macchia
Certified Municipal Finance Officer
Township of Chester

One Parker Road
Chester, NJ 07930
(908) 879 - 5100 x817
(908) 879 - 0107 fax

3 attachments

 **Chatham Boro and PBA Loc 226 2018.pdf**
960K

 **Boonton Tp and PBA Loc 392 2017.pdf**
959K

 **Chatham Twp and PBA Contract.pdf**
10064K

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 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

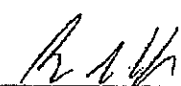
This Agreement shall have a term from January 1, 2018 through December 31, 2020. If the parties have not executed a successor agreement by December 31, 2020 then this Agreement shall continue in full force and effect until a successor agreement is executed.

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.

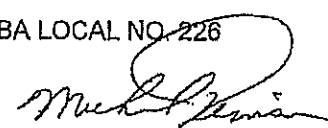
BOROUGH OF CHATHAM

ATTEST:


By: Mayor Bruce A. Harris

PBA LOCAL NO. 226

ATTEST:


By: Michael Permison, President

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	2.0%		2020		2020	
	2019	Increase	2020	Holiday Pay	Base + Holiday	2020
	Base Salary	(Top Step Only)	Base Salary			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	\$ 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

**BOONTON TOWNSHIP POLICE
SALARY AND BENEFITS CONTRACT**

between

TOWNSHIP OF BOONTON

AND

BOONTON TOWNSHIP PBA LOCAL 392

JANUARY 1, 2017 THROUGH DECEMBER 31, 2023

PREPARED BY:

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	SCHEDULE C (Wage Guide)	

PREAMBLE

This Agreement entered into this ____ day of _____, 2016 by and between the Township of Boonton, in the County of Morris, State of New Jersey, hereinafter called the "Township" and Boonton Township P.B.A. Local 392, hereinafter called "PBA" represents the complete and final understanding on all bargainable issues between the Township and the PBA.

ARTICLE I

TERMS OF THE AGREEMENT

The term of this Agreement shall be for the period commencing January 1, 2017 and ending December 31, 2023.

ARTICLE II

RECOGNITION AND SCOPE

The Township hereby recognizes the PBA as the exclusive representative of all regular Police Officers of Boonton Township, except the Chief of Police and the Lieutenants.

ARTICLE III

EMPLOYEE'S RIGHTS

A. The Police Officers will have the right to take a grievance on any issue involving their working conditions, employment, promotion, or infringement of rights. All grievances shall be processed in writing through the chain of command.

B. The State delegate, if elected, shall be given time off with pay to attend the PBA Convention(s) and receive expenses up to \$100.00 from the Township.

ARTICLE IV

SALARY

A. Each Police Officer covered by this Agreement shall receive salary compensation in accordance with Schedule C attached hereto.

B. There shall be a 10% salary differential between top Patrol step and top Sergeant step.

C. Salary increments for all Police Officers promoted will be paid on the anniversary date of the promotion until one year in rank has been achieved. Thereafter, salary increments will be paid on January 1st of each year.

D. Longevity shall be paid in 24 equal payments to eligible Police Officers in addition to the current base salary on following basis:

1 through 5 years	-	0% of current base salary
6 through 10 years	-	2% of current base salary
11 through 15 years	-	3% of current base salary
15 years and over	-	4% of current base salary

Any Police Officer commencing employment after January 1, 1988 is not entitled to longevity pay. (see Article X Retirement and Death Benefits, A Paragraph 2)

E. Salaries will be effective on January 1 of each year. Longevity pay for eligible officers will be in addition to base pay but will become effective as of the anniversary date of the Police Officer's employment with the Township.

ARTICLE V

HOURS AND OVERTIME

A. **Work period:** All Police Officers covered by this Agreement shall be scheduled to work a 28 day work period in accordance with the hours established by a duly adopted resolution of the Township Committee.

B. **Overtime:** All Police Officers shall be compensated for hours worked in excess of 160 hours per 28 work day cycle at one and one-half (1 ½) times their regular rate of pay.

C. **Compensatory time:**

1. All Police Officers shall have the option to receive overtime compensation in cash or in the form of compensatory time off. Compensatory time shall be calculated at the rate of one and one-half (1-1/2) hours for each hour actually worked in excess of 160 hours per 28 work day cycle. Compensatory time may be taken upon the giving of reasonable notice and at the discretion of the Chief of Police.

2. Effective January 1, 2012, officers may not carry over from year to year, more than 72 hours of SAT time. Any SAT time that an officer has accrued in excess of 72 hours that remains in his bank as of December 31 will be paid to that officer in the succeeding January at the rate of pay for the year in which it was accrued. All officers who as of January 1, 2012, have SAT time banks in excess of 72 hours shall be allowed to carry-over the amount in their bank as of that date. If the bank is used down to 72 hours, those officers shall not be able to carry-over more than 72 hours. All officers may elect to have their cashed-in SAT time deposited in their Valic Deferred Compensation account subject to the maximum contribution permitted by law. SAT time shall be prorated based on a calendar year if a Police Officer separates from employment with the Township during the calendar year.

D. **Court appearances:** All court appearances by off-duty officers shall be compensated at the officer's overtime rate for a minimum of three (3) hours at time and one-half.

E. **Special duty:** The Township agrees to pay for a minimum of four (4) hours at the officer's overtime rate of pay for unscheduled call-out time when an off-duty Police Officer is called in to duty outside of his regular shift or on his regular day off. An officer shall not be

entitled to the four (4) hour guarantee if he agrees to an early call in that is contiguous to the start of his shift and agrees to work on overtime on an hour for hour basis. Early call-ins that are due to exigent circumstances, even if contiguous to the officer's shift, shall be entitled to the four (4) hour minimum.

F. **Schedule:** The work schedule is attached hereto and made part of this Agreement as Schedule "B".

ARTICLE VI

OFF-DUTY POLICE SERVICES

A. All requests for voluntary off-duty services by any company, corporation, organization or person shall be made to the Township via the Police Department. Such request shall be in writing. Only normal police activities, such as, but not limited to, traffic control and crowd control, will be provided. All requests for off-duty services shall be reviewed and approved by the Chief of Police or his designee. Payments for such services shall be made to the Township in accordance with the Township Fee Schedule.

B. The rate of compensation for such services shall be a flat rate for all Police Officers participating in off-duty services in accordance with the Township Fee Schedule.

C. Compensation for the off-duty services shall be paid to the Police Officer, less administration costs to the Township, as soon as practical after payment is received from the contracted party.

D. All voluntary off-duty services worked shall not be considered as a call to duty or overtime.

ARTICLE VII

HOLIDAYS

A. All Police Officers shall be paid for no less than thirteen (13) holidays in twenty-four (24) payments throughout the year. For officers and Sergeants hired prior to January 1, 2012, the holiday rate shall be based on the annual salary of a top paid patrol officer (i.e., top patrol base pay/2080x104). For officers hired on or after January 1, 2012, and for all officers commencing January 1, 2015, holiday pay shall be based on an officer's actual hourly rate (i.e. base pay/2080x104).

B. In addition to those referenced above, the Police Officers shall receive all holidays that are declared legal holidays by the President of the United States and/or the Governor of the State of New Jersey.

C. Effective January 1, 1991 and thereafter; holiday pay shall be included in base pay.

D. Officers shall not receive extra compensation for working on a contractually designated holiday, or as provided in paragraph B.

ARTICLE VIII

EDUCATIONAL BENEFITS

A. The present practice of paying 100% of tuition and books for all Police Officers enrolled in a course in criminal justice sociology, psychology, public administration or in a course of study related to their employment with the Police Department subject to prior written approval of the Chief of Police and Business Administrator, at a fully accredited college shall be continued provided a grade of C or better is received in said course. Reimbursement by the

Township shall not exceed 6 credits per semester and shall not exceed 18 credits per year per officer.

B. The Township agrees to pay an annual \$1,000.00 stipend for all Police Officers securing an associate's degree in criminal justice, sociology, psychology, public administration or in a course of study related to their employment with the Police Department subject to prior written approval of the Chief of Police and Business Administrator. An annual \$1,750.00 stipend will be paid for all Police Officers securing a bachelor's degree under the same conditions as provided herein for an associate's degree. The aforesaid degrees must be obtained at a fully accredited college. These stipends shall be paid to officers hired prior to January 1, 2012, only.

C. The Township agrees to the practice of paying 100% of tuition and books for Sergeants enrolled in a course of Graduate Studies in criminal justice, sociology, psychology, public administration or in a course of study related to their employment with the Police Department subject to prior written approval of the Chief of Police and Business Administrator. The aforesaid course must be at a fully accredited college and a grade of C or better must be received in said course. Reimbursement by the Township shall not exceed 6 credits per semester and shall not exceed 18 credits per year per Sergeant.

D. Payments under this article shall be paid in twenty-four (24) payments throughout the year.

ARTICLE IX
MOTOR VEHICLE REIMBURSEMENT

Any Police Officer using a private motor vehicle on official police business or college attendance under educational benefit, with the approval of the Chief of Police, will be compensated at the rate of twenty cents (\$0.20) per mile.

ARTICLE X
RETIREMENT AND DEATH BENEFITS

A. Upon retirement after 25 years of service with the Township, each Police Officer shall be entitled to an annual retirement supplement from the Township of seven hundred and fifty dollars (\$750.00) to be paid to the retiree, commencing with the date of retirement, and on each anniversary date of retirement thereafter. The said benefit shall terminate on the 65th birthday of the retiree.

This benefit is available to all qualifying Police Officers and is intended with respect to Police Officers hired after January 1, 1988 to be in lieu of longevity pay. Those Police Officers who were working for the Township, as of January 1, 1994, shall be allowed to include all service in the Police and Firemen's Retirement System for purposes of qualifying for this benefit. Employees hired after January 1, 1994, must have at least 25 years of service with the Township to receive the retirement supplement.

B. Death benefits: The Township agrees to maintain death benefits of three and one-half (3-1/2) times salary for all Township Police Officers or as provided under the Police and Firemen's Retirement System.

ARTICLE XI
HOSPITAL AND LIFE INSURANCE BENEFITS

- A. The Township shall continue to provide enrollment in the New Jersey State Health Benefits Program presently in existence.
- B. The Township agrees to pay any Police Officer of the Township full salary while said Police Officer is out of work due to job-incurred injury for a maximum period of one year, less moneys received from Worker's Compensation.
- C. Effective in the first pay period of January 2012, officers shall contribute to the cost of the New Jersey State Health Benefits Program premium as required by law, Chapter 78, P.L. 2011. A copy of the contribution schedule is attached to this Agreement as Appendix A. All employees hired on or after January 1, 2012 shall contribute based upon the year 4 rates.

ARTICLE XII
SICK LEAVE

- A. All Police Officers covered under this Agreement are entitled to 120 hours of sick leave per year with 720 hours accumulation.
- B. Sick leave compensation: At the end of each calendar year, the Township will pay the Police Officer one day's pay for each two days accumulated over 90 days at the rate of the Police Officer's base salary.
- C. A Police Officer who retires or resigns shall receive payment for accumulated sick days at a rate of one (1) day's pay for each two (2) days of unused accumulated sick time at the rate of the Officer's base salary at the time of separation.
- D. The Police Officer must present a medical doctor's certification after three (3) days consecutive absence.

ARTICLE XIII

BEREAVEMENT LEAVE AND PERSONAL TIME

- A. Bereavement leave of up to five (5) days shall be granted by the Township without loss of pay for a death in the immediate family of Police Officers. Immediate family includes all individuals who are part of the household responsibility. All emergency leave is subject to the review and approval of the Chief of Police.
- B. Bereavement leave of one (1) day shall be granted for other immediate relatives on the day of the burial. Exceptions to this provision may be made at the discretion of the Chief of Police with the advice and consent of the Township Committee.
- C. Each officer shall receive three (3) twelve (12) hour personal days per annum to attend to personal business and exigencies; permission for the use of said days shall be at the discretion of the Chief of Police.

ARTICLE XIV

VACATION DAYS

- A. For the First Year through the Fifth Year - 10 days of paid vacation
time
- Sixth Year through the Tenth Year - 15 days of paid vacation time
- Eleventh Year through the Twentieth Year - 20 days of paid vacation time
- After Twenty 20 Years of Service - one additional day shall be
granted for each year to a Maximum
of 25 days of paid
vacation time

A paid vacation day shall be equal to the number of hours in a Police Officer's regular workday based on the Police Officer's assigned work schedule. For example: for an Officer

assigned to a 4/4 (12 hour) schedule, a paid vacation day shall be 12 hours; for an Officer on a 5/2 (8 hour) schedule, a paid vacation day shall be 8 hours.

B. All of the vacation days earned in a given calendar year must be used during the same current calendar year at such time as permitted or directed by the Chief of Police, unless the Chief determines that such days may not be taken due to pressure of work. Notwithstanding the preceding sentence, a maximum of 120 hours of vacation time may be carried into the next succeeding calendar year or, at the option of the employee, unused day(s) may be cashed in as an 8 hour day for payment at the end of that current calendar year. If the vacation days which are carried over are not cashed in, then such vacation days must be used during the year in which they were carried over unless the employee has less than fifteen days' vacation credited for that calendar year in which case the employee shall be permitted to carry over a maximum of 120 hours into the following year.

C. Effective January 1, 2006, any employee who prior to January 1, 2006, had accumulated more than 15 vacation days may either continue to bank those previously accumulated vacation days or cash in any portion of those days for payment by the end of the calendar year 2006.

D. All accumulated but unused paid vacation time shall be paid to a Police Officer upon retirement or separation of employment, prorated on a calendar year basis. The rate of pay shall be based on the Police Officer's rate at the time of retirement or separation.

ARTICLE XV
GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by a Police Officer of any rank, or the PBA based on the interpretation of the work contract (violations thereof) of a specific claim of inequity incurred by a Police Officer in his employment or promotion.

2. An aggrieved person is the person making the claim or the PBA.

3. A party in interest is the person or persons who might be required to take action or action might be taken against in order to resolve the claim.

4. A Police Officer is a full time officer of any rank within the Township Police Department.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting Police Officers. Both parties agree that the proceedings at any level of the procedure are in accordance with the law.

C. Grievance

Should any dispute, or difference, arise between the Township and the PBA or its member as to the interpretations, application, or operation of any provision of the work contract or arise from the lack of equality in employment or promotion, both parties shall endeavor to settle it in the simplest and most direct manner. The procedure shall be as follows, unless any step is waived by mutual consent:

1. **FIRST:** Between the grievant, a PBA Representative and the Chief of Police within 20 days after the event causing the grievance. The grievance may be reduced to

writing or be informally oral. The Chief shall forward his answer within three (3) days following the meeting

2. SECOND: If the grievance is not settled at the first step to the satisfaction of the grievant, the grievant or the PBA may make a written request for a second step meeting within twenty (20) days with the Township Committee, or its designee. The grievant may appear with a PBA Representative. The Committee or its designee will answer the grievance within twenty (20) days.

3. THIRD: If the PBA, is not satisfied with the results of Step Two, the PBA, and only the PBA, may, within fifteen (15) days notify the Committee that it will take the matter to binding arbitration.

a. Within ten (10) days after such written notice of submission to arbitration, the Township Committee or its designee and the PBA shall sit down and mutually agree upon an arbitrator. If the parties cannot agree, then a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by the PBA, only.

b. The arbitrator so selected shall confer with representatives of the PBA and Township and shall hold a hearing as promptly as possible and shall render a decision within twenty (20) days of the close of the hearing, or if oral hearings have been waived by both sides, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall set forth his findings of fact and conclusion on the issues submitted.

c. The arbitrator shall be without power to make a decision, which requires the commission of an act prohibited by law or which violates the terms of the contract between both parties. The decision of the arbitrator shall be submitted to both sides simultaneously and shall be binding on both sides.

d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township and the PBA. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE XVI

MISCELLANEOUS ITEMS

A. Each Police Officer shall receive uniforms and the Township will replace damaged uniforms.

B. In accordance with N.J.S.A. 40A: 14-155 and in the circumstance set forth in that enabling legislation, the Township agrees to provide legal representation by counsel who is to be MUTUALLY AGREED upon by the Township Committee and the Police Officer or Police Officers seeking representation.

C. Police Officers will not be required to take a polygraph.

D. Police Officers will not have their departmental hearings prior to their criminal trial so as not to prejudice their standing with a jury.

E. The Township shall maintain full insurance to cover any claim of false arrest, both inside and outside the Township.

F. Police Officers shall be reimbursed for expenses incurred while attending police school, including clothing, travel expenses, lodging, meals, equipment and books with the approval of the Chief of Police.

G. Effective January 1, 2017, if a new hire resigns within 2 years of employment they will be required to reimburse the Township for 50% of any expenditures made for training

at the police academy and for equipment and uniform costs which cannot be reused by the Department or Township.

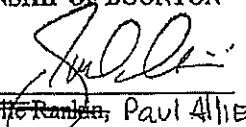
H. The Township agrees that time lost as a direct result of injury in the line of duty shall not be deducted from sick leave due Police Officers.

I. The Township agrees to maintain the present retirement plan with the State of New Jersey - (Police and Fire Retirement System).

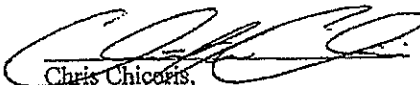
J. All existing benefits will be included in the Agreement.

K. This Agreement is effective and retroactive to January 1 of each year.

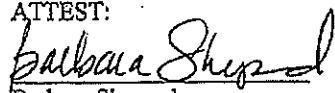
TOWNSHIP OF BOONTON


Michelle Rando, Paul Allie
Mayor

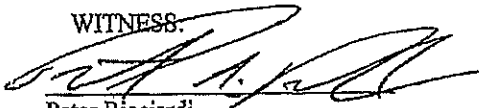
BOONTON TOWNSHIP PBA LOCAL 392


Chris Chicoris,
PBA President

ATTEST:


Barbara Shepard
Municipal Clerk

WITNESS:


Peter Ricciardi,
PBA State Delegate

APPENDIX A

HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE (PERCENTAGE OF PREMIUM)*

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE (PERCENTAGE OF PREMIUM)*

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%

70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

SCHEDULE B

4/4 WORK SCHEDULE

1. The Chief of Police and the PBA have jointly developed a 4/4 - 12 hour schedule for Police Officers of the Patrol Force, which is based upon a twenty-eight (28) day work period consisting of four (4) consecutive twelve (12) hour days on duty followed by four (4) consecutive days off with a maximum of one hundred sixty (160) scheduled hours. Said schedule also consists of rotating shifts where an officer rotates his shift after two cycles of each shift.

2. The Chief of Police shall determine the manning levels (that is, the exact number of Police Officers) for each of the two shifts and squads that are necessary for the 4/4 - 12 hour schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, from time to time, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustments shall be in the best interest of the Department.

3. Except in the event of emergency as determined solely in the discretion of the Chief, Sergeants shall remain on the 5/2 - 8 hour schedule.

HOURS OF WORK AND ABSENCES FROM DUTY

1. Under the Department's prior work schedule, all sworn officers of the Department were scheduled to work a series of 8-hour workdays resulting in a total of 2,080 scheduled work hours per 52-week calendar year for which each officer receives a contractually specified annual salary. Also within the collective negotiations agreement were certain provisions, which permit an officer to be absent from duty for varying numbers of 8-hour days, which are credited as hours worked and included in the aforementioned 2080 annual work hours.

2. Under the 4/4 - 12 hour schedule, officers working the 4/4 - 12 hour schedule are scheduled to work 12-hour as opposed to 8-hour days. Throughout an entire 52-week calendar year, said schedule would result in a total of 116 scheduled work hours over the contractually established 2080 annual scheduled work hours. Since the existing collective negotiations agreement salary scales are based upon 2,080 scheduled hours, the additional 116 scheduled work hours generated by the 4/4 - 12 hour schedule would pose a significant overtime liability to the Township. However, both the Township and the PBA agree that overtime is based upon actual hours worked, and not hours scheduled, therefore, both the Township and the PBA agree that an officer working the 4/4 - 12 hour schedule shall only be entitled to overtime compensation for those additional scheduled work hours that said officer actually works over and above the 2080 scheduled hours for the year. Furthermore, the Township and the PBA agree that in calculating the total number of hours worked within a 52-week calendar year, said calculations shall include only those non-overtime hours worked which are scheduled by the Chief of Police or otherwise provided for in this Schedule B, and shall exclude all overtime hours worked and otherwise compensated as a result of the various overtime provisions contained in the existing collective negotiations agreement including sections A, B, C, D and E of ARTICLE V as modified herein.

3. Both the Township and the PBA recognize that within the collective negotiations agreement are certain provisions which permit an officer to be absent from duty for varying numbers of 8-hour workdays (i.e., vacation and personal leave only) which, if utilized, are credited as hours worked and included as such in the officer's 2,080 annual salaried work hours. Bereavement leave shall remain as currently provided. The Township and the PBA also recognize that those officers working the 4/4 - 12 hour schedule work 12-hour as opposed to 8-

hour workdays. The Township and the PBA agree, therefore, that, except as otherwise provided herein or in the collective negotiations agreement, those officers working the 4/4 - 12 hour schedule shall utilize such compensated leave days in 12-hour blocks as opposed to 8-hour blocks. The Township and the PBA further agree that, when an officer utilizes such 12-hour leave day eight (8) hours of said leave day shall be credited as scheduled hours worked and included in the officer's 2,080 salaried contractual hours. The remaining four (4) hours utilized shall be deemed as additional schedule hours not worked, and shall be debited from the total number of scheduled excess work hours (those work hours over and above 2,080 work hours) generated by the 4/4 - 12 hour schedule. The parties further agree that sick leave shall accrue and be utilized based upon twelve (12) hour days. Therefore, all annual entitlements and banked time for sick leave shall be converted to twelve (12) hour days and utilized accordingly. All Police Officers working the 4/4 12 schedule are entitled to 120 hours sick leave per year with 720 hours total accumulation. Payment of sick leave compensation in accordance with Article XII, Section B, shall be calculated on an hourly basis for all accumulated and banked sick leave hours. Each officer will be paid one (1) hour pay for every two (2) hours accumulated over 720 hours at the rate of the Police Officer's base salary.

4. Vacation leave shall also accrue and be utilized based upon 12 hour days as set forth in Article XIV of the collective negotiations agreement. 5. The Township recognizes that, as a result of managerial adjustments of an officer's work schedule as provided for herein, an officer working the 4/4 -12 hour schedule may reach a period of time where said officer has an unused number of contractual compensated leave days and an insufficient number of scheduled excess work hours to charge against the utilization of said unused leave. The Township, therefore, agrees that in the event of such a situation the officer in question shall be

permitted to utilize such unused compensated leave days in 4-hour blocks without loss of compensation and irrespective of the fact that the utilization of said unused compensated leave days in 4-hour blocks may result in the officer working less than 2080 scheduled work hours within a 52-week calendar year.

6. The PBA recognize that, as a result of manpower shortages or personal choice, an officer working the 4/4 - 12 hour schedule may work a 52-week calendar year without utilizing all his contractual compensated leave days which may result in said officer actually working a number of scheduled work hours in excess of 2,080 as generated by the 4/4 - 12 hour schedule. Under such circumstances, the officer in question shall be compensated for said excess hours worked at the rate of one hour straight compensatory time for each scheduled excess hour worked.

OVERTIME

1. Article V of the existing collective negotiations agreement shall be in full force and effect for those officers working the 4/4 - 12 hour schedule.
2. The premium overtime for any officer working the 4/4 - 12 hour schedule shall be defined as all work performed in excess of 160 hours in the 28-day work cycle.
3. The hourly rate shall be calculated by dividing the annual salary by 2,080.

EXTENDED ABSENCES FROM DUTY

At the discretion of the Chief of Police, an officer working the 4/4 - 12 hour schedule, who is or shall be absent from duty for eight (8) or more consecutive work days for reasons of illness, injury or military leave, may be temporarily placed on a 5/2 (8-hour day) 40-hour workweek schedule for the duration of said absence.

TRAINING

At the discretion of the Chief of Police, an officer working the 4/4 - 12 hour schedule may be temporarily placed on a 5/2 (8—hour day) 40-hour workweek schedule for training purposes when said training exceeds a four (4) day period. This shall include any probationary officers during the first twelve (12) months of employment.

SCHEDULE C							
SALARY GUIDE							
	2017	2018	2019	2020	2021	2022	2023
Acad	\$39,015	\$39,795	\$40,591	\$41,403	\$42,231	\$43,076	\$43,937
Prob	\$45,758	\$46,673	\$47,607	\$48,559	\$49,530	\$50,521	\$51,531
1	\$52,500	\$53,550	\$54,621	\$55,714	\$56,828	\$57,965	\$59,124
2	\$59,244	\$60,429	\$61,637	\$62,870	\$64,127	\$65,410	\$66,718
3	\$65,986	\$67,306	\$68,652	\$70,025	\$71,425	\$72,854	\$74,311
4	\$72,729	\$74,184	\$75,667	\$77,181	\$78,724	\$80,299	\$81,905
5	\$79,472	\$81,062	\$82,683	\$84,337	\$86,023	\$87,744	\$89,499
6	\$86,214	\$87,939	\$89,698	\$91,491	\$93,321	\$95,188	\$97,092
7	\$92,958	\$94,817	\$96,713	\$98,647	\$100,620	\$102,633	\$104,685
8	\$99,408	\$101,396	\$103,424	\$105,493	\$107,602	\$109,754	\$111,950
9	\$106,071	\$108,192	\$110,356	\$112,563	\$114,814	\$117,111	\$119,453
Sgt. 1	\$109,649	\$111,842	\$114,079	\$116,360	\$118,688	\$121,061	\$123,483
Sgt. 2	\$111,686	\$113,920	\$116,198	\$118,522	\$120,892	\$123,310	\$125,776
Sgt. 3	\$116,678	\$119,011	\$121,392	\$123,820	\$126,296	\$128,822	\$131,398
Officers Chris Chitcott and Alex Clelland who are currently at Step 4 of this salary guide will not be subject to the new Step 8 but shall proceed to Step 9 from Step 7 in year 2020.							

	SCHEDULE C SALARY GUIDE							
	CURRENT	2017	2018	2019	2020	2021	2022	2023
Acad	\$38,250	\$39,015	\$39,795	\$40,591	\$41,403	\$42,231	\$43,076	\$43,937
Prob	\$44,861	\$45,758	\$46,673	\$47,607	\$48,559	\$49,530	\$50,521	\$51,531
1	\$51,471	\$52,500	\$53,550	\$54,621	\$55,714	\$56,828	\$57,965	\$59,124
2	\$58,082	\$59,244	\$60,429	\$61,637	\$62,870	\$64,127	\$65,410	\$66,718
3	\$64,692	\$65,986	\$67,306	\$68,652	\$70,025	\$71,425	\$72,854	\$74,311
4	\$71,303	\$72,729	\$74,184	\$75,667	\$77,181	\$78,724	\$80,299	\$81,905
5	\$77,914	\$79,472	\$81,062	\$82,683	\$84,337	\$86,023	\$87,744	\$89,499
6	\$84,524	\$86,214	\$87,939	\$89,698	\$91,491	\$93,321	\$95,188	\$97,092
7	\$91,135	\$92,958	\$94,817	\$96,713	\$98,647	\$100,620	\$102,633	\$104,685
8		\$99,408	\$101,396	\$103,424	\$105,493	\$107,602	\$109,754	\$111,950
9	\$103,991	\$106,071	\$108,192	\$110,356	\$112,563	\$114,814	\$117,111	\$119,453
Sgt 1	\$107,449	\$109,371	\$111,558	\$113,790	\$116,065	\$118,387	\$120,754	\$123,170
Sgt 2	\$109,496	\$112,704	\$114,958	\$117,257	\$119,602	\$121,994	\$124,434	\$126,923
Sgt 3	\$111,541	\$116,678	\$119,011	\$121,392	\$123,820	\$126,296	\$128,822	\$131,398

**AGREEMENT
BETWEEN
THE TOWNSHIP OF CHATHAM
AND
PBA LOCAL NO.170**

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

**PREPARED BY:
Donald B. Ross, Jr.
LINDABURY, McCORMICK, ESTABROOK & COOPER
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Westfield, New Jersey 07091
(908) 233-6800**

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PREAMBLE

THIS AGREEMENT, made this _____ day of February, 2017 by and between the **TOWNSHIP OF CHATHAM**, a body politic incorporate of the State of New Jersey, hereinafter referred to as the "Township", and the **POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 170**, hereinafter referred to as the "Association";

WHEREAS the Township and the Association recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that efficient and continuous service will be rendered to and by both parties.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

1. The Township hereby recognizes the Association as the exclusive representatives for collective negotiations concerning wages, hours of employment and other items and conditions of employment as set forth herein for all Patrolmen, Sergeants and Lieutenants of the Chatham Township Police Department, excluding the Chief of Police, Captains, and all other employees.

2. Unless otherwise indicated by the context of this contract, the title "Employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males as well as females. "Employees" shall also include members of the Chatham Township Police Department who are not members of the Association, as well as probationary officers employed by the Township prior to the time they qualify for appointment to Patrolman Grade No. 9.

ARTICLE II

POLICEMEN'S RIGHTS

1. There shall be no discrimination, interference, restraint or coercion by the Township and the PBA or any of its representatives against any of the Employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any Employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association during working time.

2. Elected representatives of the Association may be permitted time off from duty assignments to attend meetings for grievances of any Employee upon having obtained the prior approval of the Chief of Police or his/her designee, provided that the granting of such permission will not affect the efficiency of the Police Department in the judgment of the Chief of Police or his/her designee. No more than two (2) such representatives shall be granted time off to attend grievance meetings at the same time.

3. The Employee shall have the right to inspect documents in his/her personal history file maintained at the Police Headquarters at any reasonable time upon reasonable notice to the Chief of Police or his/her designee through the normal chain-of-command. Contents of the Employee's personal history file shall not be made public unless required for a disciplinary or judicial proceeding. Whenever, by action of the Chief of Police, material such as reprimands, performance notices or other disciplinary action is placed in the Employee's personal history file, the Township agrees to notify the Employee of that action. The Employee shall have the right to file a rebuttal to all such material. All materials placed in the file shall remain unless removed by the mutual consent of the Chief of Police, the Township Administrator and the Employee.

4. The State PBA Delegate (or alternate) shall be permitted time off to attend monthly State PBA meetings.

ARTICLE III

INCORPORATED MATERIALS

The following is attached to this Agreement and incorporated as set forth at length herein:
the currently effective and applicable "Manual of Rules and Regulations of the Police Department
of the Township of Chatham.

ARTICLE IV

GRIEVANCE PROCEDURE AND ARBITRATION

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable settlement to the problems which may arise affecting the terms and conditions of this Agreement or any working condition. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application of, or violation of any of the provisions of this Agreement or any working conditions, and may be raised by an individual employee or group of Employees or the PBA.

C. Steps of the Grievance Procedure

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

Step One:

1. An aggrieved Employee or group of Employees or the PBA shall institute action under this provision in writing hereof within fifteen (15) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and the Chief of Police for the purpose of resolving the matter informally. Failure to act within the said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

2. The Chief, or his designee, shall render a written decision within ten (10) calendar days after the grievance is first presented to him.

Step Two:

If the aggrieved wishes to appeal the decision of the Chief of Police, or his/her designee, the grievance shall be presented in writing to the Township Administrator, or his/her delegated representative within seven (7) calendar days from the date of the Chief's, or his/her designee's decision. The Township Administrator, or his/her delegated representative, shall

present a decision in writing within fourteen (14) calendar days after the receipt of the written grievance.

Step Three: Arbitration

1. If the grievance is not settled through Steps One or Two the grievant(s) may refer the matter to the New Jersey Public Employment Relations Commission within fifteen (15) calendar days after the determination of the Township Administrator, or his designee. An Arbitrator shall be selected pursuant to the Rules of the New Jersey Public Employment Relations Commission.

2. 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. The decision of the Arbitrator shall be final and binding.

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

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

D. Either the Township or an Employee may waive any Steps of the Grievance Procedure, but said waiver can only be done in writing and with consent of the other party in question.

E. The time limits set forth herein shall be strictly adhered to. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the preceding step shall be deemed to be conclusive. However, if the grievance is not processed due to the failure of the Township or its designee to render a decision within the time limits specified, then the grievance shall be moved to the next step in the procedure. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any Step in the Grievance Procedure.

ARTICLE V

DISCIPLINE

The Township shall not discipline any member of the Police Department without just cause. The Township 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 VI may be submitted to the Grievance and Arbitration Procedure.

ARTICLE VI

ATTENDANCE AT COURT AND ADMINISTRATIVE PROCEEDINGS

1. Any Employee who is required to appear in municipal court, or in another court, or before any administrative tribunal in connection with his/her duties, while said Employee is off duty, shall be compensated by two (2) hours' time, at time and one-half (1-1/2) times his/her prevailing rate. If the appearance requires more than two (2) hours, said Employee shall be compensated for his/her actual time spent on the appearance at time and one-half (1-1/2) times his/her prevailing rate. This Section 1 shall not apply to Lieutenants

2. Except for appearances in municipal court, time for the appearance shall include travel time necessarily required in connection with the appearance, where the said travel is to and from Headquarters or from any other location. Any Employee assigned to the Detective Bureau shall not be entitled to compensation under this Article.

3. In addition to being compensated for his/her time, the Employee shall be reimbursed for necessary and reasonable disbursements upon submission of a Township expense form. Such disbursement is subject to the approval of the Chief of Police or his/her designee.

4. An Employee covered by this Agreement shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. They will accept all subpoenas legally served if a subpoena arises out of Department employment and will be compensated in accordance with Section 1 of this Article. He/she shall immediately notify his/her commanding officer and the Township attorney of the service or notification and the testimony he/she is prepared to give.

5. If the Employee is informed that he/she is a party to a civil action arising out of Department employment, he/she shall be compensated at straight time rate and may be entitled to legal fees under N.J.S.A. 40A:14-155.

ARTICLE VII

CALL-OUT TIME

When an Employee is ordered to report for duty other than his/her normally scheduled tour of duty, he/she shall be compensated for a minimum of two (2) hours pay at the time and one-half (1-1/2) prevailing rate. Any Employee shall be entitled to call out compensation as long as it is job related and is approved by the Chief of Police or his/her designee. The Chief of Police or his/her designee retains the right to retain an Employee for the full minimum period of call-out time as is necessary and proper in accordance with present staffing needs. In the event that the length of the call-out assignment exceeds the guarantee as set forth above, the Employee shall continue to be paid for all hours worked at the rate of time and one-half (1-1/2) times his/her prevailing rate during the length of that assignment only. If the call-out time should run into the Employee's regularly scheduled tour of duty, that Employee will be paid his/her regular rate of pay during those duty hours. This Article VII shall not apply to Lieutenants.

ARTICLE VIII

STAND-BY TIME

1. Stand-by time shall be interpreted to mean that period when an Employee is required to be available and ready to report for duty on immediate notice, if notified to do so. Officers assigned to the Detective Bureau shall not be entitled to additional compensation under this Section.

2. Whenever the Chief of Police places an Employee on stand-by for any occurrence or anticipated occurrence that the Chief feels will necessitate a call for additional manpower, each Patrolman who is placed on stand-by, including members of the Detective Bureau, will be compensated for his/her time.

3. Each Employee shall be compensated for his/her stand-by time by the payment of four (4) hours of pay at his/her prevailing rate for each twenty-four (24) hour period or any portion thereof that an Employee is on stand-by, or, as required by law. If in the event an Employee on stand-by status should be called out, he/she shall receive no additional compensation during the first four (4) hours of his/her stand-by assignment. However, should such assignment exceed four (4) hours, he/she shall be paid for the remainder of the assignment under the provisions of Article VII or the overtime rate set forth in Article XVII, whichever shall be applicable.

The aforementioned shall be interpreted in accordance with the FLSA as made applicable to public employees by the controlling Judicial decision.

This Article VIII shall not apply to Lieutenants.

ARTICLE IX

DETECTIVE-ALLOWANCE

1. At any time, the Chief of Police shall have the right to assign any member of the Police Department to work in the Detective Bureau or as a Traffic Safety Officer, and to transfer Traffic Safety Officers or members of the Detective Bureau to uniform duty or other assignment.

2. Any Patrolman assigned to work in the Detective Bureau by the Chief of Police shall receive additional annual compensation in the amount of 2.75% above top salary for patrolman set forth in **Appendix A**. Payment of this additional salary will be prorated for the period of service the Employee serves in the Detective Bureau and shall be paid in equal installments during the period of such service. This additional salary shall be part of the Employee's base rate of compensation and shall be paid in recognition of the additional training, duties and responsibilities which are associated with these positions.

3. The Detective allowance shall commence immediately upon transfer of an Employee to, and shall terminate immediately upon transfer of an Employee from, the Detective Bureau to uniform duty.

4. The Chief of Police shall assign up to 2 (two) certified Field Training Officers (FTO) annually to perform the duties associated with same. The assigned FTOs shall receive a stipend of \$500 for the year assigned.

ARTICLE X

UNIFORM AND EQUIPMENT ALLOWANCE

1. For the purposes of this Article, "uniforms and equipment" shall mean any clothing and equipment prescribed by the Chief of Police.

2. All Police Officers covered by this Agreement shall be issued a complete set of uniforms and equipment at the expense of the Township.

3. All expenditures for the replacement of worn uniforms and equipment shall be reviewed and approved by the Chief of Police or his/her designee before an Employee may make a replacement purchase. The Township will only make payments for replacements of worn equipment and uniforms when it receives a signed voucher after all items on the voucher have been received.

4. In addition to the foregoing, the Township shall pay for the replacement of any eyeglasses or prosthetic device damaged or destroyed in the line of duty up to a maximum of One Hundred Fifty (\$150.00) Dollars for the item damaged. In the event of damage to or destruction of wristwatches and/or rings as a result of an incident involving the public, the Employee shall be compensated for such loss up to the maximum of Fifty Dollars (\$50.00).

ARTICLE XI

VACATIONS

1. Each Employee covered by this Agreement shall be entitled to an annual vacation as follows:

Years of Service	Hours of Vacation
1st	8 per month (Max 92)
2d thru 5th	116
6th thru 10th	156
11th thru 15th	172
16th thru 20 th	196
21st & Thereafter	212

2. Vacation entitlement shall be determined as of December 31st. Any Employee who satisfies the length of service requirements for increased vacation shall be entitled to receive such increase as of January 1st of the contract year in which he/she meets, or will meet, such requirements.

3. In the event an Employee is unable to utilize his/her full vacation entitlement based upon the determination of the Chief of Police, the Employee shall be permitted to carry over seventy two (72) hours of such unused vacation time into the next year.

4. All earned vacation credits which are not used due to retirement, termination due to disability retirement or death, shall be paid to the Employee on his/her retirement or termination due to disability, or to his/her next-of-kin upon the death of the Employee.

5. Temporary Employees are not entitled to vacation benefits. Temporary Employees are defined as, but not limited to, Employees who are hired for a specific period of time which is not permanent in nature. Part-time Employees shall receive vacation benefits on a prorated basis determined by a formula based on hours worked.

6. In order that Employees may receive the most benefit from their vacations, not more than five (5) days of vacation will be taken at one (1) or two (2) day intervals.

7. All vacations must be scheduled and approved by the Chief of Police. It is his/her responsibility to schedule individual vacations so that the activities of the Township Police force may be carried out without interruption or inconvenience. Employees shall be given first preference in assignment of vacation in terms of the seniority procedure established in Article XIX of this Agreement. If an Employee shall not select his/her vacation by the time in which all vacation selections must be made to the Chief of Police, he/she will forfeit his/her seniority choice and will be given vacation days thereafter in accordance with the needs of the Township.

8. Pay in lieu of vacation will not be granted by the Township, except as provided in Section 4 above.

ARTICLE XII

HOLIDAYS

Employees covered by this Agreement shall be entitled to paid compensation for 104 holiday hours per year. Holiday pay compensation shall be included as part of the regular pay check and be considered part of the base rate of creditable compensation. It shall not be included for purposes of calculating hourly rates of compensation.

ARTICLE XIII

LEAVES AND TIME OFF

1. (a) Any Employee who is a member of the organized militia or of the organized component of any armed forces of the national or state government shall be entitled to a leave of absence from his/her respective duty without loss of pay or time on all days in which he/she shall be engaged in field training, subject to making proper application and upon approval of the Chief of Police or his/her designee.

(b) Paid military leave shall not affect an Employee's vacation.

(c) All compensation received by an Employee during his/her period of paid military leave under this Article shall be turned over to the Township.

(d) Any Employee called into active duty or drafted into the armed forces of the United States shall be granted an indefinite leave of absence without pay. The Employee's seniority and longevity shall continue for the full period of his/her military service. On separation from service, such Employee must be reinstated without loss of seniority or longevity, provided that he/she was separated from service under honorable conditions and he/she reports for duty with the Chatham Township Police Department not later than ninety (90) days following his/her date of separation.

2. (a) In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay for no more than four (4) consecutive calendar days, one (1) day being the day of that person's funeral. The term "immediate family" includes wife, husband, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law or a relative who is regularly living in the Employee's household.

(b) Notwithstanding the content of the foregoing subparagraph, the Chief of Police, in his/her sole discretion, may grant special consideration in those situations which are not covered by the above circumstances.

(c) In the event of the death of the grandparent, aunt or uncle of the employee's spouse, or the death of the employee's aunt or uncle, the employee will be granted time off without loss of pay for 1 (one) day to attend the funeral. The employee may be granted permission to use other accumulated time if more than 1 (one) day is required for travel.

3. (a) Any Employee who is called to appear before a court, not in connection with his/her official duties, or is called upon to serve in a jury, shall be entitled to receive his/her regular pay, less witness fees and/or jury pay, as applicable, for the period of time in which he/she is officially before the court, even if said time is for the purpose of obtaining an excuse from said appearance. Employees shall not volunteer for jury duty.

(b) The parties recognize that a person summoned to jury duty must appear in court and can only be excused by the court.

4. An Employee may be granted a leave without pay for a specific purpose when such is approved by the Chief of Police and concurred with by the Township Committee. An application for leave without pay must be submitted to the Chief of Police, in writing, thirty (30) days in advance of its effective date. The application must state the reason for such request and must contain a statement that the Employee is not withdrawing his/her retirement fund contributions and he/she intends to return to duty upon the expiration of said leave.

5. An Employee may be allowed a reasonable amount of time off without pay for reasons involving urgent personal business requiring an Employee's attention, provided the Chief of Police or his designee approves. Such time off shall be approved only because it is judged necessary and beneficial to the Employee and will not unreasonably interfere with his/her work. Such time off may, at the Employee's election, be deducted from his/her vacation entitlement.

6. Personal Time. Each employee shall be given up to 48 hours per year of Personal Time. Personal Time may be used by employees to attend to personal business or family matters that cannot reasonably be scheduled outside of the employee's regularly scheduled work time. Employees may not schedule Personal Days in blocks. Personal Days shall be scheduled in the same manner as vacation, compensatory time, schedule adjustment time or family leave, except that only one (1) personal day may be scheduled at a time. The Township accepts that the nature of personal time is such that the employee may not wish to disclose its purpose. The PBA recognizes that abuse of personal time may result in disciplinary action.

7. The department shall modify all applicable memoranda in order to comply with this Agreement.

ARTICLE XIV

OFF-DUTY EMPLOYMENT

1. An Employee shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.

2. Off-duty employment shall be defined as that employment which is taken by the Police Officer that does not involve serving as a Chatham Township Police Officer.

3. It is understood that the full-time Patrolmen will consider their position with the Township as their primary employment. Any off-duty employment or activity must not interfere with the Officer's efficiency in his/her position with the Township and must not constitute any conflict of interest with said position.

4. No Patrolman who engages in any off-duty employment during his/her off-duty hours shall be permitted to wear his/her regulation uniform, or any issued equipment or any part thereof, with the exception of an Officer's issued weapon.

5. Should any Employee undertake off-duty employment while off-duty and such employment impairs the Employee's performance of his/her duty, or a conflict of interest subsequently arises, the Chief of Police shall direct that such off-duty employment be discontinued. Failure to heed such directive will result in disciplinary action being taken against the Employee in accordance with **Article V** of this Agreement.

6. All off-duty employment shall be listed with the Chief of Police. The information provided to the Chief of Police shall include the Officer's name and address, and the current Employer's name, address and phone number so that the Officer can be contacted in an emergency situation.

ARTICLE XV

HEALTH BENEFIT PROGRAM

1. The Township shall provide to each member covered under this Agreement health and medical benefit coverage under the program known as the "Direct 10" program currently provided under the New Jersey State Health Benefits Program ("Program"), together with all other coverage options currently made available under the Program (Plan Option"). In the event that the Program eliminates or modifies any Plan Option, the Township shall be obligated only to offer the remaining or modified coverage(s). It shall not be obligated to reimburse any officer for any increase in deductibles, co-insurance, or other out of pocket costs associated with such modified coverage(s), including premiums provided that all such modified coverage(s) are maintained at substantially equivalent levels. However, if the premiums are increased for any individual Plan Option or its substantial equivalent as a result of a modified plan, including the Direct 10 program, the Township shall continue to be responsible for its statutory share of the premium cost. Both the Township and the officers agree to contribute their required percentage of insurance premiums under the provisions of New Jersey law, Chapter 78, P.L. 2011. Employees shall contribute to the cost of the premium for the plan Option that they choose in accordance with the schedule of contributions established by the State of New Jersey. The minimum contribution required is 1.5% of the employee's base salary.

2. Except as provided below, employees covered under this Agreement who have had twenty-five (25) years or more vested in P.F.R.S., upon their retirement from the Township's employ, shall be entitled to have the Township pay the premium charges for themselves and their spouse to whom they were married at the time of their retirement, while remaining married, and their dependent children in regard to insurance coverage. Also Employees who retire on disability retirement are eligible for such even if they do not meet the twenty-five (25) year requirement. In addition, the Township shall be responsible for the payment of Medicare charges for such retirees and their spouse to whom they were married at the time of their retirement while remaining married. Employees/retirees shall contribute to the cost of the health insurance premium in accordance with applicable State Statutes. These benefits shall be continued for surviving spouses to whom employee was married at the time of the employee's retirement.

Employees hired after December 31, 2012 shall not be eligible for any post-retirement health benefit. In the event, however, that an Employee so hired is injured while performing his/her duties as a sworn police officer within the State of New Jersey, and is granted an accidental disability retirement as defined by and approved by the Board of Trustees of the Police and Firemen's Retirement System, the Township agrees to provide medical benefits to the employee only. Coverage shall not extend to spouses or dependents and shall terminate upon the 25th anniversary of the Employee's date of hire with the Township or upon a determination by the Board of P.F.R.S that the Employee/Retiree is no longer disabled or upon the Employee/Retiree taking other

employment. In the event that an employee is killed while performing his/her duties as a sworn police officer within the State of New Jersey, the Township agrees to provide medical benefits to the surviving spouse and the deceased employees dependent children until the 25th anniversary of his/her date of hire or until the dependents are no longer eligible, in accordance with State Law.

3. The Township reserves the right to change insurance carriers and/or self-insure so long as comparable benefits are provided. If the Township should change insurance carriers, advance notice will be given to Employees of the bargaining unit.

4. A Family Dental Plan, the same or similar to *Exhibit B* attached and made a part hereof, shall be provided. The Township shall have the right, after consultation with the PBA, to change carriers providing it obtains substantially similar coverage. The parties further agree that the benefit shall not be extended to retirees. The cost of this new benefit shall be shared by the parties. Effective January 1, 1990, seventy-five (75%) percent shall be paid by the Township and twenty-five (25%) percent shall be paid by the individual Police Officer by way of payroll deduction.

ARTICLE XVI

ABSENCES

1. Sick leave shall be defined as absence of an Employee from post or duty because of illness, accident, or exposure to contagious disease.

2. Commencing on January 1, 2006, regular, permanent salaried Employees of the Township covered by this Agreement shall be entitled to sick leave benefits as follows:

a. Each officer shall be credited with one hundred 8-hour sick days in his/her bank or the amount provided under the 2003-2005 contract, whichever is more;

b. Each officer shall accrue sick leave at the rate of fifteen 8-hour days per year, which shall accumulate from year to year;

c. The maximum number of sick days which an officer shall be entitled to accumulate shall be two hundred sixty 8-hour days;

d. Upon retirement, each officer shall be entitled to receive payment for accumulated and unused sick leave hours at the rate of one third of all accumulated hours to a maximum of \$20,000.00 the employee may opt to use the time as "terminal leave" leading up to the retirement date at the rate of 8-hours for every 24 hours accumulated. No additional time shall accrue during said period of terminal leave. In order to be paid for such leave during the calendar year of retirement, the officer must notify the Township of his/her retirement on or before March 1 of that year. Otherwise, the Township reserves the right to pay the terminal leave benefit in the following year. Employees hired on or after January 1, 2015 shall be capped at \$15,000 (in time or cash) in the payout for unused time using the formula set forth above. Employees hired on or after January 1, 2017 shall not be entitled to receive any compensation for accumulated and unused sick leave.

e. There shall be implemented a sick leave "donation" program subject to the following terms and conditions:

(i) an officer shall be eligible to receive donated sick leave from other members of the department provided that the officer has completed at least one year of continuous service, suffers from a major health condition or injury or is providing care to a member of his/her immediate family for a major health condition with necessitates the officer's prolonged absence from work for a period of not less than 16 consecutive work days, and has exhausted all of his/her accrued sick, vacation and compensatory leave time.

(ii) an officer may donate sick leave to others who have exhausted their accumulated sick leave provided that the donating officer donates only whole days, has at least 15 days of accrued sick leave remaining to his/her credit following the donation and has not solicited anything of value for the donation.

3. The Township may require proof of illness from the Employee on sick leave where such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In addition, in cases where illness is of a recurring or chronic nature, causing recurring absences of one (1) day or less, the Township reserves the right to require competent medical evidence to be submitted prior to the reinstatement of said Employee and also reserves the right to have the Employee examined by the Township physician before returning to duty.

In all cases of reported illness or disability, the Township reserves the right to send the Township physician to investigate the report.

Not more than forty eight (48) hours per year of such sick leave may be used to care for a family member who is ill or injured.

4. When an absence due to illness does not exceed two (2) consecutive working days, normally the Employee's statement of the cause will be accepted without a supporting statement by the attending physician. The Township reserves the right to have the Employee examined by the Township physician before returning to duty. Any absence in excess of two (2) consecutive working days may, in the discretion of the Chief of Police or his/her designee, require a written statement from the attending physician. The Township also reserves the right to require the Employee to be examined by the Township physician and certified as fit for duty before returning to work.

5. Employees shall be permitted to accumulate unused sick leave to a maximum of 2080 hours to be used in the event of a non-occupational, long-term illness or disability. No accumulation of sick leave above the 2080 hours will be permitted for the use of non-occupational, long-term illness or disability.

6. The Township Committee may grant leaves of absence without loss of pay in accordance with the provisions of N.J.S.A. 40A:14-137.

7. Any Employee who sustains an injury or an illness in the line of duty will be continued without loss of pay for a maximum of one (1) year, in accordance with N.J.S.A. 40A:14-137.

8. Payments which an Employee receives under provisions of Worker's Compensation or temporary disability laws shall either be remitted to the Township or used as an offset to full salary payments.

9. Except as otherwise provided by law, any permanent member or Officer of the Township of Chatham Police Department who shall be absent from duty without just cause or leave of absence for the continuous period of five (5) days shall cease to be a member of the Department.

10. Members and Employees unable to report for duty because of sickness or injury shall notify the Desk Officer in person or by telephone at the earliest possible time upon becoming ill or injured. If unable to report, a relative or other responsible person shall notify the Department with all pertinent facts.

11. Employees, when sick or injured, shall be responsible for notifying their superiors as to their place of confinement. If an Employee is unable to report such confinement or change in such, a relative or other responsible person shall notify the Department with all pertinent facts.

12. Employees who are absent in an unauthorized manner may be subject to disciplinary action being preferred against them. An unauthorized absence occurs when Employees:

(a) Who, without authorization, are not at home or their place of confinement while on sick leave;

(b) Feign illness or injury;

(c) Deceive the Township physician in any way as to their true condition;

(d) Violate any provisions concerning the reporting of sickness or injury.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

1. (a) All Employees shall work a schedule approved and adopted by the Chief of Police.

(b) The tour of duty shall be any of the following: (i) 4 on and 4 off with 12 hour days; (ii) 4 on and 3 off with 10 hour days; (iii) 4 on 2 off and 4 on 4 off with 10 hour days; and 5 on 2 off with 8 hour days. Hours shall be consecutive hours, in any one given day, that an Employee is regularly scheduled to work. A day shall be considered a period of twenty-four (24) hours, starting at the beginning of an Employee's tour of duty. Employees who are assigned to the 4/4 12 hour schedule shall receive 110 hours of schedule adjustment time off per year in order to comply with the Fair Labor Standards Act. Employees may carry over up to 48 hours of schedule adjustment time into the next succeeding year which must be utilized by March 31.

2. (a) All Employees covered by this Agreement shall be paid overtime at a rate of time and one-half (1-1/2) times the Employee's prevailing rate for services rendered beyond the regular tour of duty or duty performed on an Employee's regularly scheduled day off period.

(b) All overtime must be authorized by the Chief of Police or his/her designee. Employees may carry over up to 48 hours of schedule adjustment time into the next succeeding year which must be utilized by March 31.

(c) Overtime shall be paid of all time worked after the initial fifteen (15) minutes of an overtime assignment, and the first fifteen (15) minutes shall be paid for provided that the Employee works such time.

(d) Payment of overtime shall be made by the Township within fifteen (15) calendar days after overtime reports are approved by the Chief of Police and submitted to the Township Treasurer.

(e) Subject to the prior approval of the Chief of Police, any Employee may accept compensatory time off in lieu of overtime payments. Employees shall be permitted to carry over up to three hundred (300) hours of compensatory time. Such deferred time shall be taken upon prior approval of the Chief of Police.

(f) The provisions of this Section shall not apply to time and compensation as specified in Articles VI, VII and VIII of this Agreement.

(g) Third party overtime shall be paid to all Employees, regardless of salary step, at the rate of one and one-half (1-1/2) times the Grade 1 Patrolman's rate provided in Article XXII of this Agreement.

Upon prior written agreement by the PBA only, and not an individual Officer, the third party overtime rate may be reduced to an amount less than the rate required by this Section.

3. All time off including vacations, personal days and sick leave shall be converted to hours (or a reduced number of days, as applicable) to reflect the modified twelve (12) or ten (10) hour work day.

4. Overtime shall be paid for hours worked in excess of twelve (12) per day or forty-eight (48) per eight (8) day work cycle.

5. In the event that the Chief of Police elects to terminate the four and four (4 and 4) schedule, he/she shall do so on not less than thirty (30) days' notice to the Police department.

ARTICLE XVIII

SENIORITY: REDUCTION IN PERSONNEL

1. Seniority for all purposes designated in this Agreement shall be determined by the number of years of service in the rank of Patrolman. In the event that more than one (1) Patrolman shall have the same number of years of service, seniority will be determined by the date upon which the Patrolman or Patrolmen in question were hired by the Township. If they were hired on the same date, the highest score on the entrance examination will determine the most senior Patrolman.

2. In the event it becomes necessary to reduce the number of Employees, layoff shall be by strict seniority with the least senior Patrolman being the first to be laid off and the most senior Patrolman being the last. Recall from layoff shall be in reverse order from that layoff. In the event that it becomes necessary to demote a Sergeant for reasons of economy, he or she shall be placed at the highest seniority level among patrolmen, irrespective of the departmental seniority which he or she possessed at the time of the demotion.

3. The Township will not hire any additional permanent Employees while there are permanent members on lay off status who are entitled to recall until it shall first offer such position to the laid-off Employee. Should the laid-off Employee refuse such position, the Township may then seek additional permanent Employees.

4. (a) An Employee who is on layoff status shall be responsible for keeping the Township advised of his/her latest home address. The Township's recall responsibility shall be considered satisfied when it notifies an Employee who is on layoff status of recall, by certified or registered mail, sent to his/her last known home address. The laid-off Employee must then notify the Township within ten (10) days of receipt of such correspondence of his/her intention and desire to return to work. Should the Employee fail to do so, he/she may be considered as having waived his/her right of recall. An Employee may also be considered having waived his/her rights of recall if no signature appears on the return-receipt card or no notification is garnered from the post office that the Employee in question lives at his/her last known home address. The Township may, within ten (10) days of such notification by the post office, consider the Employee to have waived his/her right of recall.

(b) An Employee shall lose his/her right of recall, irrespective of sub-paragraph (a), when he/she has been on layoff for a continuous period exceeding two (2) years.

ARTICLE XIX

POLICE SCHOOL AND EDUCATIONAL ENTITLEMENT

1. Employees who attend police school shall be compensated at the rate of straight time during periods of attendance. Employees who attend said school shall be compensated at the rate of straight time, or compensatory time, over forty (40) hours. If an Employee elects to attend a special seminar or schooling, other than police school, the Employee shall be paid at straight time for all hours worked above forty (40) hours. If the Township mandates an Employee to attend such specialized schools or seminars, and he/she works over forty (40) hours during that time, the Township shall reimburse said Employee for any overtime at the rate of time and one-half (1/2) his/her prevailing rate. With prior approval, expenses incurred while attending police school, including required special clothing, travel expenses, lodging, meals, or required special equipment and books, shall be reimbursed to the Employee.

2. It is understood and agreed that the approval of the Chief or his/her designee is required and necessary for police school attendance and reimbursement of expenses.

3. Notwithstanding anything contained above in this Article to the contrary, it is understood and agreed that in the event an Employee attends training which requires an overnight stay of one or more days, he/she shall be paid only for his/her regular work day and shall not receive overtime for such attendance.

ARTICLE XX

MANAGEMENT RIGHTS

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, without limiting the generality of the foregoing, the following rights:

(a) Executive, management and administrative control of the Township Government and its properties, facilities and activities of its Employees who utilize personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

(b) To make rules of procedure and conduct, to improve methods and equipment, to determine work schedules and shifts, to decide the number of Employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

(c) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees to require compliance with the Employees is recognized.

(d) To hire all Employees, to promote, transfer, assign or retain Employees in positions within the Township.

(e) To suspend, demote, discharge or take any other appropriate disciplinary action against any Employee for good and proper cause according to law.

(f) To lay off Employees in the event of lack of funds.

(g) The Township reserves the right with regard to all of the conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Police Department.

2. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of conduct and practices and the furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1 et seq. or any of the national, state, county or local laws or regulations.

ARTICLE XXI

TUITION REIMBURSEMENT/EDUCATION STIPEND

1. Employees who have attained an Associate's Degree or its equivalent, or who have attained at least 66 credits shall receive an annual stipend of \$500.00; the annual stipend for those who have attained a Bachelor's Degree or its equivalent, or who have attained at least 132 credits, shall be \$1,000.00.

2. In order to be eligible for tuition reimbursement and the annual stipend, the course must be part of a program leading to a Degree in Police Science, Education, Business Administration, Communication, Psychology, Sociology, Public Administration, Criminal Justice, Human Resources or related fields as approved by the Township Administrator.

3. The Township shall provide a Tuition Reimbursement Program in which Police Officers hired prior to January 1, 2017 shall be reimbursed in an amount not to exceed One Hundred Twenty-Five (\$125.00) Dollars per credit with a maximum of Seven Hundred Fifty (\$750.00) Dollars per semester. The Tuition Reimbursement Program shall be limited to courses taken to achieve an Associate's Degree or Bachelor's Degree in one of the areas of study listed in paragraph 2 above. There shall be no reimbursement for advanced degrees or multiple degrees. All courses must be approved in advance by the Chief. In order to obtain reimbursement, a Police Officer must successfully complete such course with a grade of "C", or the equivalent, or better. The taking of such courses shall not interfere with an Officer's regular duties. There shall be no duplication of reimbursement in the event an Officer receives tuition from another source.

4. Employees hired on or after January 1, 2017 shall not be entitled to the Tuition Reimbursement of Education Stipend.

ARTICLE XXII

SALARIES AND PROBATIONARY EMPLOYMENT

A. (i) Salaries for Employees covered by this Agreement shall be as set forth on **Appendix A** annexed and shall be increased by 1.50% per year on January 1 of each year of the Agreement. An experienced probationary Officer is one who at the time he/she is employed by the Township has at least one (1) year's prior police experience and has successfully completed a police training course which satisfies the requirements of the Police Training Act, **R.S. 52:17B-66** and following.

(ii) Employees hired on or after January 1, 2010 but before January 1, 2013, shall be on an 8 (eight) step salary scale following their probationary period of one (1) year. .

(iii) Employees hired on or after January 1, 2013 shall be on a 9 (nine) step scale following their probationary period of 1 (one) year.

(iv) All employees shall receive their annual increase effective January 1 of each year of the Agreement and shall receive their incremental step on the anniversary of their hire date..

The wage scales for all current and future hires are attached hereto and incorporated herein.

B. Appointment of a Patrolman to the Police Department is for a probationary period of one (1) year or less. Continuation in the service depends upon the conduct of the appointee and his/her fitness to perform his/her duties. The probationary period may be extended as provided for in **N.J.S.A. 52:17B-69**. Probationary Employees will not be entitled to the benefits of the grievance procedure, sick leave, holiday pay or vacation benefits until they become full members of the Police Department, unless approved by the Chief of Police or his/her designee.

C. The parties acknowledge and agree that the Department has modified the Officer in Charge program to provide for a Senior Officer program. The program shall provide for a minimum staffing of least two (2) sworn officers who shall be on duty at all times and the Senior Officer and Squad Sergeant may not be may not be scheduled off at the same time unless at least one of the remaining officers on duty has at least three (3) years' experience. Emergency exceptions may be granted by the Chief or his designee. If a Patrolman serves as the Senior Officer during any shift of the day when there is no patrol sergeant on duty, he/she shall receive the Sergeant's hourly rate of pay for the actual hours served. If an employee serves as the Senior Officer he/she shall receive the Sergeant's hourly rate of pay for the actual hours served anytime the Sergeant is absent from the jurisdiction to attend training or some other assigned duty even though on duty.

ARTICLE XXIII

MAINTENANCE OF WORK OPERATIONS

1. The Association hereby covenants and agrees that for the duration of this Agreement, neither the Association nor any person acting in its behalf or cause shall authorize or support any strike (i.e., the concerted failure to report for duty or willful absence of any Employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walkout or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

2. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any or all such activities by any Association member shall entitle the Township to invoke any of the following alternatives:

(a) Withdrawal of Association recognition.

(b) Withdrawal of dues deduction privileges (if previously granted).

(c) Such activities shall be deemed grounds for termination of employment of such Employee(s).

3. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other Employee or group of Employees of the Township and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association.

4. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such Judicial relief as it may be entitled to have in law or in equity for injunction or damages or both, in the event of such breach of the Association or its members.

ARTICLE XXIV

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and full understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms 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 parties at the time they negotiated or signed this Agreement. This Article shall be interpreted consistent with N.J.S.A. 34:13A-5.3.

ARTICLE XXV

PERSONNEL FILES

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

Upon advance notice and at reasonable times, any member of the 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.

Whenever a written complaint concerning an officer of his/her actions is to be placed in his/her personnel file, a copy shall be made available to him 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. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application of such shall not be deemed valid and subsisting, except to the extent permitted by law, that all of the provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XXVII

FAIR SHARE REPRESENTATION FEE

At the option of the PBA, the Township will deduct and pay to the PBA the fair share representative fee, equal to a maximum of eighty-five (85%) percent of dues and assessments, which shall be withheld in accordance with applicable law. The PBA shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair share representation fee. The PBA will fully comply with the provisions of N.J.S.A. 34:13A-5.6.

ARTICLE XXVIII

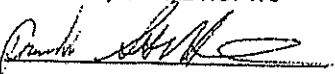
TERM AND RENEWAL

This Agreement shall have a term from January 1, 2017 through December 31, 2019. If the parties have not executed a successor Agreement by December 31, 2019, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

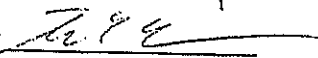
Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

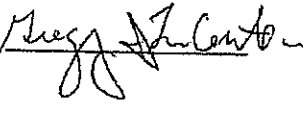
IN WITNESS WHEREOF, the parties have hereunto caused this to be signed and attested by the proper corporate officers and the corporate seal affixed and have hereunto set their hands and seals on this 14th day of February, 2017.

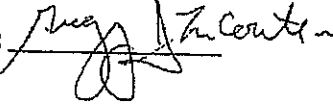
POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL NO. 170

By: 

TOWNSHIP OF CHATHAM
COUNTY OF MORRIS

By: 

ATTEST: 

ATTEST: 

Appendix A Salary
Hired Before January 1, 2010

	2010	2012	2013	2014	2015	2016	2017	2018	2019
Probationary Patrolman	\$61,914								
Grade 5 or Experienced Probationary	\$70,138	x	x	x	x				
Grade 4	\$78,362	x	x	x	x				
Grade 3	\$86,586	x	x	x	x				
Grade 2	\$94,810	x	x	x	x				
Grade 1	\$103,037	\$104,840	\$106,675	\$108,541	\$110,441	\$112,097	\$113,779	\$115,486	
Sergeant	\$113,147	\$115,127	\$117,142	\$119,192	\$121,277	\$123,097	\$124,943	\$126,817	
Lieutenant	\$126,440	\$128,652	\$130,904	\$133,195	\$135,526	\$137,558	\$139,822	\$141,716	

Hired on or After January 1, 2010

Probationary Patrolman	\$53,820								
Grade 8 or Experienced Probationary	\$59,972	x	x	x	x	x	x	x	
Grade 7	\$66,124	\$67,281	x	x	x	x	x	x	
Grade 6	\$72,275	\$73,540	\$74,827	\$76,137	\$77,469	\$78,631	\$79,810	\$81,008	
Grade 5	\$78,427	\$79,799	\$81,196	\$82,617	\$84,063	\$85,324	\$86,603	\$87,902	
Grade 4	\$84,579	\$86,059	\$87,565	\$89,097	\$90,656	\$92,016	\$93,396	\$94,797	
Grade 3	\$90,730	\$92,318	\$93,934	\$95,577	\$97,250	\$98,709	\$100,189	\$101,692	
Grade 2	\$96,882	\$98,577	\$100,302	\$102,058	\$103,844	\$105,401	\$106,982	\$108,587	
Grade 1	\$103,037	\$104,840	\$106,675	\$108,541	\$110,441	\$112,098	\$113,779	\$115,486	

Hired on or After January 1, 2013

Probationary Patrolman	2013	2014	2015	2016	2017	2018	2019
	\$45,000	\$45,788	\$46,589	\$47,404	\$48,115	\$48,837	\$49,569
Grade 9	\$52,000	\$52,910	\$53,836	\$54,778	\$55,600	\$56,434	\$57,280
Grade 8	\$59,000	\$60,033	\$61,083	\$62,152	\$63,084	\$64,031	\$64,991
Grade 7	\$66,000	\$67,155	\$68,330	\$69,526	\$70,569	\$71,627	\$72,702
Grade 6	\$73,000	\$74,278	\$75,577	\$76,900	\$78,053	\$79,224	\$80,413
Grade 5	\$80,000	\$81,400	\$82,825	\$84,274	\$85,538	\$86,821	\$88,123
Grade 4	\$87,000	\$88,523	\$90,072	\$91,648	\$93,023	\$94,418	\$95,834
Grade 3	\$94,000	\$95,645	\$97,319	\$99,022	\$100,507	\$102,015	\$103,545
Grade 2	\$101,000	\$102,768	\$104,566	\$106,396	\$107,992	\$109,612	\$111,256
Grade 1		TBD	TBD	TBD	TBD	TBD	TBD