

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF BERKELEY HEIGHTS**

**AND**

**SUPERIOR OFFICERS ASSOCIATION**

**JANUARY 1, 2014 THROUGH DECEMBER 31, 2017**

**Prepared by:**

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**PBA LOCAL 144 ATTORNEYS**

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**ARTICLE I: PREAMBLE**

A. This Agreement, effective as of the first day of January, 2014, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" or the "Employer", and the Superior Officers Association of the Police Department of the Township of Berkeley Heights, hereinafter referred to as the "SOA", is designed to maintain and promote a harmonious relationship between the Township and those of its employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.

B. When used in this Agreement, the terms "Superior Officer", "Employee" or "Employees" refer to all persons represented by the SOA in regard to this Agreement, unless otherwise indicated.

C. When used in this agreement, the masculine gender also refers to the feminine gender.

D. If any provisions 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 shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE II: EMBODIMENT OF AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues which were subject to negotiations.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by both parties.

C. Whenever any act is required under this Agreement to be done or performed within a specified period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period unless otherwise noted.

**ARTICLE III: SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect

**ARTICLE IV: NON-DISCRIMINATION, NON-COERCION**

A. Neither the Township nor the SOA shall discriminate against any employee or Township Official because of race, religion, sex, age, national origin, family status, marital status, sexual orientation, or any other class protected by law.

B. There shall be no discrimination, intimidation, interference or coercion by the employer or any of its agents against the employees represented by the SOA because of membership or activity in the SOA.

C. There shall be no discrimination, intimidation, interference or coercion by the SOA or any of its agents against any employee because of non-membership or in order to promote membership.

**ARTICLE V: RETENTION OF BENEFITS**

All benefits and conditions of employment in existence prior to this Agreement but not specifically mentioned herein shall be continued for the term of this Agreement.

**ARTICLE VI: RECOGNITION CLAUSE**

The Township hereby recognizes the SOA as the exclusive and sole representative for all Superior Officers of the Police Department over the rank of sergeant, but not including the Chief of Police.

**ARTICLE VII – DUES DEDUCTIONS AND REPRESENTATION FEES**

A. Pursuant to N.J.S.A. 52:14-15.9E, whenever any SOA employee shall indicate in writing to the proper disbursing officer of the Township his or her desire to have any deductions made from his or her compensation for the purpose of paying the employee's dues to the SOA, such disbursing officer shall make such deduction from the compensation of such employee and such disbursing officer shall transmit the sum so deducted to the PBA Treasurer.

B. Any such written authorization shall be filed with both the Treasurer's Office and the Executive Assistant – Administration and may be withdrawn by the employee at any time by the filing of notice of such withdrawal in the same offices and with the SOA at least twenty-one (21) days prior to its effective date. The effective date of any such withdrawal will be January 1 or July 1, whichever occurs first following the twenty-one (21) day notice.

C. If during the life of this Agreement there should be any change in the rate of dues, the SOA shall furnish to the Township prior to the effective date of such change, written notice thereof, and the Township shall make the requested deductions as soon as administratively practicable, but in no event later than the second pay period after notice from the SOA.

D. The SOA will provide the necessary deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Township.

E. Any employee who is a member of the negotiations unit covered by this Agreement who elects not to become a member of the PBA shall pay a representation fee in lieu of dues. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the PBA to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The amount of the representation fee in lieu of dues may be increased above 85% if allowed by law.

F. The PBA shall indemnify and hold the Township and/or any of its representatives or employees harmless against any and all claims, demands, suits, loss, expense and other forms of liability as a result of deductions made in accordance with this Article or the failure to make such deductions.

#### **ARTICLE VIII: MANAGEMENT RIGHTS**

The Township shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

#### **ARTICLE IX: COMPENSATION AND OTHER BENEFITS**

A Superior Officer shall be compensated at the base rates of pay set forth in schedule A attached hereto and made part hereof and shall be further entitled to such other pay, compensation and benefits established under this Agreement.

#### **ARTICLE X: STRIKES AND WORK ACTIONS**

The SOA covenants and agrees during the effective dates of this Agreement, that none of its members, nor anyone acting on its behalf shall encourage, authorize or participate in any strike, work stoppage, sick-out, slowdown, walkout, or other deliberate interference with normal work procedures. The SOA will immediately notify and direct any member engaging in such conduct to cease such conduct immediately and take any other necessary steps to prevent or terminate any such work action or strike. The participation in any such strike or work action by any member of the SOA shall be grounds for termination of employment.

#### **ARTICLE XI: LEGAL REPRESENTATION**

The Township shall provide payment for the costs of legal representation of SOA members as follows:

A. In accordance with the provisions of the Tort Claims Act, N.J.S.A. 59:10-1, et seq., the Township shall be obligated to pay the legal fees incurred by a Superior Officer whenever a Superior Officer is a defendant in a legal action or proceeding arising out of or incidental to the scope of the Superior Officer's employment with the Township and the conduct of the Superior Officer did not involve actual fraud, actual malice, willful misconduct or the commission of a crime. This Paragraph is for information purposes only and any obligation of the Township to defend and indemnify a Superior Officer will be governed by the provisions of the Tort Claims Act. This Paragraph is subject to the Grievance Procedure except if otherwise preempted by law.

B. Subject to paragraph A above, the Township agrees that individual Superior Officers shall have the right to select an attorney of their choice to represent him or her when he or she is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his or her official duties consistent with N.J.S.A. 40A:14-155, et seq. Police officers may select an attorney from the approved Township attorney list or any State PBA Legal Protection Plan attorney list. This Paragraph is subject to the Grievance Procedure except if otherwise preempted by law.

C. The Township shall only be obligated to pay the selected attorney an hourly rate equal to the rate charged by the Township Attorney. Any amount billed in excess of this rate shall be the Superior Officer's obligation to pay.

D. Should the defendant Superior Officer be found guilty or enter a plea of guilty to a violation of any law, statute, ordinance or regulation, the Superior Officer shall be obliged to reimburse the Township for the costs incurred or advanced for the Superior Officer's legal representation.

**ARTICLE XIII: GRIEVANCE PROCEDURE**

A. A Grievance is hereby defined as any controversy arising over the interpretation or enforcement of the terms and conditions of employment and the terms and conditions of this Agreement, including minor discipline (which is a suspension of five (5) days or less, a written reprimand, counseling notice, etc.) and may be raised by an employee, group of employees or the PBA on behalf of an employee or group of employees (hereinafter the employee, a group of employees, or the PBA acting on behalf of the employee or group of employees shall be labeled as the “Grievant”) or the Township. Any acts constituting major discipline (a suspension of greater than five (5) days) are specifically excluded from this section. All Grievances shall be in writing and in a form agreeable to the Township and PBA.

B. Except for Grievances filed by the Township which shall proceed directly to Step 3 upon five (5) days notice to the PBA, there shall be three (3) steps in the grievance procedure as set forth below:

1. STEP 1: The Grievance shall be taken up first with the Chief of Police, or his or her designee, in an effort to resolve the matter within fifteen (15) days from the occurrence of the event or the date upon which the Grievant should have known of the event. Failure to file a written Grievance with the Chief of Police or his or her designee within this fifteen (15) day period shall forever bar the Grievance. The Chief of Police, or his or her designee, shall have fifteen (15) days of being advised of the Grievance within which to respond with his or her decision in writing to the Grievant with a copy to the PBA representative.

2. STEP 2: If, as a result of Step One, the Chief of Police, or his or her designee, is not able to resolve the matter within the fifteen (15) days after receiving the written statement of the Grievance, or if the Chief of Police, or his or her designee, does not respond within fifteen (15) days, or if the Grievant is not satisfied with the Chief of Police’s or his or her designee’s response, the Grievance may proceed to Step Two. If the Grievant or PBA intends to move the



matter to Step Two, he or she or it must file a written statement within fifteen (15) days of the Chief of Police or his or her designee's decision at Step One with the Township Administrator notifying him or her that the Grievance was not resolved at Step One and that the Grievant wishes to move the matter to Step Two. Failure to so notify within said fifteen (15) day period shall forever bar the Grievance. At Step Two, the Township Administrator or his or her designee shall meet with the PBA within fifteen (15) days after receiving a written statement from the Grievant or PBA that the Grievance was not resolved at Step One. The Township Administrator or his or her designee shall render a written decision within fifteen (15) days after the meeting. The Township Administrator or his or her designee shall send a copy of the written decision to the Grievant with a copy to the PBA representative and to the Township Council.

3. STEP 3: If the matter is not resolved at Step Two to the satisfaction of the Grievant, or if no written decision is received within the fifteen (15) days (which shall be treated as an inability to resolve the Grievance), the PBA within an additional thirty (30) days from the date the Step Two decision was rendered or from the date when such decision should have been rendered, may submit the Grievance or any portion of the Grievance to binding arbitration as set forth in Paragraphs (a) and (b) below. If the Township is the party filing the Grievance, it may proceed directly to Step 3 by following the steps set forth below on five (5) days notice to the PBA.

a. A written request shall be made to the New Jersey Public Employment Relations Commission ("PERC"), with a copy being sent to the other party that the Grievance has not been resolved to the satisfaction of a party and the submitting party is requesting that PERC appoint an arbitrator. The arbitrator shall be selected pursuant to the procedures of PERC.

b. The rules and procedures of PERC shall be followed by the arbitrator. The arbitrator shall be limited to issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or

to establish or change any wage rate. The decision shall be binding and final upon the Grievant(s), the Union and the Township. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the party incurring such expenses. Nothing herein shall permit an individual employee or group of employees to submit a grievance to Step Three.

**ARTICLE XIII: PERSONNEL FILES**

A. One personnel file shall be maintained on each Superior Officer. The Township Administrator shall be responsible for the safekeeping of said file. No Internal Affairs records or medical records shall be maintained in the personnel file.

B. The Chief of Police shall be responsible for the safekeeping of the confidential portions of a Superior Officer's personnel file. Performance evaluations, documents relating to disciplinary matters, personal data of the police officer, and employment applications shall be deemed confidential. Internal Affairs files shall not be included in the Superior Officer's personnel file and shall be maintained by the Chief of Police. However, in cases where an Internal Affairs complaint is sustained and discipline imposed, a copy of the administrative charging form and a copy of the disposition form may be placed in the Superior Officer's personnel file.

C. No report or document relating to the Superior Officer shall be placed in said Superior Officer's personnel file unless a copy of that report or document shall have been personally served on the Superior Officer or sent to him or her by certified mail by the Chief of Police. At the Superior Officer's request, his or her response to any report or document in his or her personnel file shall also be included in such file.

D. Upon advanced notice, any Superior Officer shall be permitted to personally review the contents of his or her personnel file. Such review shall be in the presence of a Township official or his or her designee. The time of review requested by the Superior Officer must be reasonably acceptable to the Township official.

E. Each Superior Officer who participates in any promotional examination procedure shall receive, upon written request, a photocopy of the contents of his or her personnel file prior to the commencement of the promotional examination procedure at the expense of the Superior Officer. The cost of such copies shall be consistent with the rate of copies charged under the Open Public Records Act, N.J.S.A. 47:1A-1, et seq.

**ARTICLE XIV: SENIORITY**

The following rules shall apply regarding seniority for SOA members:

A. Rank: Seniority shall be established first by rank and second by time served in rank. When two or more Superior Officers are appointed to the same rank on the same day, seniority shall be determined by position on the eligibility list for appointment to that rank.

B. Completed years of service: For Superior Officers hired prior to July 21, 1989 completed years of service shall be calculated beginning on the date the Superior Officer was initially hired as a full time Police Officer. For Superior Officers hired on or after July 21, 1989, completed years of service shall be calculated beginning the date the Superior Officer reports for active duty following graduation from the Police Academy.

**ARTICLE XV: LONGEVITY**

Effective January 1, 2014, longevity payments shall be eliminated.

**ARTICLE XVI: HOURS OF WORK**

A. The work day for Captains shall consist of ten (10) consecutive hours of duty for four (4) consecutive day shifts followed by three (3) consecutive days off. The work day for Lieutenants shall consist of ten (10) consecutive hours of duty for four (4) consecutive

shifts followed by three (3) consecutive days off or twelve (12) consecutive hours of duty for four (4) consecutive shifts followed by four (4) consecutive days off.

B. Each Superior Officer shall be entitled to suspend his or her activities for a fifteen (15) minute coffee break and a thirty (30) minute meal break per shift. Such suspension is to be approved by the Chief of Police.

C. During each Superior Officer's coffee break or meal break, he or she shall be subject to immediate call at all times, and shall not be permitted to take an additional break on the same shift without the Chief of Police's approval.

D. The coffee breaks and meal breaks shall be arranged to cause the least interference with the Superior Officer's regular duties.

#### **ARTICLE XVII: OVERTIME - COMPENSATION AND DISTRIBUTION**

A. When a Lieutenant is authorized to work beyond the completion of his or her shift or tour of duty and does work that additional time, he or she shall be entitled to "overtime compensation" at a rate of time and one-half (1.5x) for the additional time worked. Compensation shall be made in the form of pay or time off, at the Lieutenant's sole discretion. If the Lieutenant elects to be compensated in the form of pay, payment shall be made upon the Lieutenant's submission of a voucher shall be submitted to the Township within two (2) calendar weeks of the date the overtime was worked. Payment shall be made in a timely manner as well. If the Lieutenant elects to be compensated in the form of compensatory time off, see ARTICLE XX: COMPENSATORY TIME.

B. The following shall apply in calculating overtime:

1. A Lieutenant who is held fifteen (15) minutes past the conclusion of his or her shift shall be compensated in overtime for a minimum of two (2) hours or the actual time worked, whichever is greater.

2. A Lieutenant called back to duty after the conclusion of his or her shift shall be compensated in overtime for a minimum of two (2) hours or the actual time worked, whichever is greater

3. If a Superior Officer reports for duty more than fifteen (15) minutes late, he or she will be docked one (1) hour pay or the actual time late, whichever is greater. This provision shall not apply if:

a. In the opinion of the Chief of Police, an unusually severe weather condition, road closure, or act of God, or other sufficient cause acceptable to the Chief of Police is the cause for the Superior Officer being late.

b. An individual Superior Officer has arranged for coverage of his or her shift consistent with the practice of the Police Department.

C. A Superior Officer placed ON CALL in connection with a subpoena to testify arising out of the performance of his or her duties shall be compensated in compensatory time off, at the rate of one-half (1/2) hour for every one (1) hour of being ON CALL up to a maximum of eight (8) hours. This compensatory time will be given only when the Superior Officer is not on duty.

D. Overtime assignments shall be awarded on a rotating basis with the intention of achieving equalization of premium pay earnings within each class of work.

E. The Superior Officers will attend a minimum of two (2) yearly full departmental meetings scheduled by the Chief of Police without additional compensation of any kind.

#### **ARTICLE XVIII: COMPENSATORY TIME**

A. Where overtime payments in accordance with the above section (Article XIX) are earned, a Superior Officer may, at his or her option, elect to take compensatory time off at the same time-and-one-half (1.5x) rate. The Superior Officer must submit a written request to add said time to his or her compensatory time "bank". This compensatory time off shall be taken at the Superior Officer's discretion with at least four (4) calendar days

written notice to the Chief of Police or his or her designee. Said compensatory time cannot be denied even if it requires another Superior Officer to be called in for overtime.

1. Effective January 1, 2015, Superior Officers may accumulate up to 240 hours of compensatory time. Once a Superior Officer has banked 240 hours of compensatory time, he or she will be paid for overtime in cash until his or her compensatory time bank is at or below 240 hours. Superior Officers that have more than 240 hours of compensatory time banked as of January 1, 2015, will not be permitted to accrue any additional compensatory time and will be paid for overtime in cash until the Superior Officer's compensatory time bank falls below 240 hours. The Township may never force a Superior Officer to use his or her compensatory time. Nothing in this section will preclude the Township from paying cash for all or any portion of a Superior Officer's compensatory time bank.

2. In the event a Superior Officer cannot utilize his or her compensatory time then the Superior Officer may elect to receive pay for the unused portion at the rate in effect at the time of payment.

3. The Township reserves the right to pay cash for any and all accrued compensatory time at any time.

B. The Township and the PBA agree that all compensatory time for Police Officers that had been accumulated in the "Chief's Comp. Time Bank" as of July 1, 2010 has been utilized as of the date of this Agreement.

#### **ARTICLE XIX: HOLIDAYS**

Each superior officer shall receive sixteen (16) paid holidays per year. Payment shall be made based on the rate of one hundred ninety-two (192) hours for the year for the individual superior officer. The HOLIDAY COMPENSATION shall not be considered part of the Superior Officer's base rate of pay but shall be considered as part of his or her base salary for purposes of pension calculations and for calculation of the pay rate for Trust Work.

**ARTICLE XX: VACATIONS**

A. Each Superior Officer shall be entitled to annual vacation days based upon completed years of service according to the following schedule:

<u>Completed Years of Service</u>	<u>Vaction Days</u>
1/2	5
1	10
5	15
10	20
15	23
20	28

B. After the date on which a Superior Officer has risen to the next step of the vacation schedule, he or she will be entitled to the additional benefit.

C. Vacation days shall be converted to hours based on a ratio of eight (8) hours per day of vacation.

D. Vacation days shall be selected on a seniority basis within each rank and according to the following restrictions:

1. Vacation days may be denied due to scheduling shortages during the day of the annual fireworks display or any other holiday or special event at the discretion of the Chief of Police.
2. At the beginning of the calendar year, the Chief of Police shall distribute a separate schedule to the different ranks. Upon receipt of the schedule, each Superior Officer shall have three (3) full days to make his or her annual vacation day selections.
3. Vacation shall be taken in the calendar year earned. Vacation days not used may be carried over to March 31<sup>st</sup> of the following calendar year only upon prior written application to the Chief of Police or his or her designee and approval of

the Township Administrator. In no instance shall a Superior Officer be entitled to carry over more than five (5) unused vacation days.

E. A Superior Officer may change his or her selected vacation day(s) by making a request in writing explaining his or her reason for such request to the Chief of Police. The Superior Officer may then reschedule his or her vacation day but may not reschedule for a shift already chosen by another Superior Officer, even if such other Superior Officer is junior in seniority.

F. No Superior Officer shall be allowed to schedule more than ten (10) consecutive days of vacation.

G. In the event of separation from the Township, a Superior Officer's vacation entitlement shall be pro-rated based on time served.

#### **ARTICLE XXI: SICK LEAVE**

SICK LEAVE WITH PAY is a grant rather than a right of employment and is provided to aid the employee in time of illness in the event of a bona fide illness or physical disability.

A. Each Superior Officer shall be entitled to cumulative days for SICK LEAVE, the purpose of which shall be to aid the Superior Officer in the time of sickness or physical disability. Sick leave may be utilized for the care of a spouse, domestic partner, child, parent, or loved one living in the same household. Sick leave days shall be days off with pay. Sick leave days shall be accumulated as follows:

1. On January 1 of each year, each Superior Officer shall be credited with twenty-four (24) hours of SICK LEAVE and shall be credited with an additional eight (8) hours of SICK LEAVE per month thereafter at the end of each month worked throughout the year.



B. The use of sick leave days is subject to rules and regulations contained in the Police manual.

C. Superior Officers shall immediately notify the Chief of Police or his or her designee on each occasion of absence due to sickness or disability and must remain available for telephone contact with the Chief of Police or his or her designee during the Superior Officer's regular work hours. The Township, at its option, may require suitable medical verification of the sickness or disability affecting the Superior Officer's ability to perform his or her work.

D. The Township reserves the right to request proof of illness for any absence that lasts more than three (3) consecutive working days. The Superior Officer shall provide proof of illness upon his or her return to work. Failure to do so may result in disciplinary action. Nothing contained herein shall prevent the Township from having the Superior Officer examined by a physician of its choosing at its expense if it believes that the Superior Officer is feigning illness or may be unfit to return to duty.

E. Notwithstanding paragraph D above, the Township reserves the right to request proof of illness or disability at any time. Such proof must/shall be submitted by the Superior Officer to the Chief of Police or his or her designee and the Township Administrator or his or her designee in a form satisfactory to the Township. This provision shall be applied consistent with the Family Medical Leave Act and the American's With Disabilities Act.

F. Sick leave pay may be denied in any case where the Police Officer fails to properly notify the Chief of Police or his or her designee of the Police Officer's proposed absence or where the police Officer fails to submit satisfactory proof of illness or a doctor's certificate as herein required.

G. Under no circumstances shall a Police Officer receive payment for sick days upon retirement or separation from the Township.

H. Nothing in this section affects or is affected by days missed due to injury incurred in the course of the Police Officer's employment which injuries are governed by the worker's compensation laws of the State of New Jersey.

I. Each Superior Officer utilizing less than forty (40) hours of SICK LEAVE during each year may sell back to the Township sick leave days at the rate of ninety (90%) percent of the daily rate for that Superior Officer in the year that the sick leave was accumulated. The days permitted to be sold back are as follows:

<u>Sick Leave Days Used</u>	<u>Days to be Sold Back</u>
5	0
4	3
3	4
2	5
1	6
0	7

This payment shall be made in a lump sum before June 1 of the following year. Each day sold back shall be deducted from the total sick leave days accumulated in accordance with paragraph A above. Sick leave days voluntarily transferred pursuant to Paragraph J below shall not impact an Officer's right to sell back unused or un-transferred sick days.

Police Officers hired on or after January 1, 2014 shall not be entitled to sick leave buy-back.

J. Police Officers shall be entitled to "Sick Leave Donation" per the attached policy. (See APPENDIX II)

**ARTICLE XXII: BEREAVEMENT LEAVE**

Each Superior Officer shall be entitled to BEREAVEMENT LEAVE upon the death of certain family members. Bereavement leave shall be days off with pay granted as followings:

A. Upon the death of a Superior Officer's Grandparent, Parent, Spouse, Child, Sibling, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandchild, and Spouse's Grandparent, the Superior Officer shall be granted bereavement leave from the day of death to the day of burial not to exceed three (3) working days.

B. Uncle, Aunt, Nephew, Niece or Cousin of the First Degree shall be granted bereavement leave for the day of the burial.

C. With prior written approval of the Chief of Police, bereavement leave may be extended one (1) day when the reason for the leave requires the Superior Officer to travel outside the State of New Jersey and the Superior Officer is unable to return in time for duty. Proof of location may be required at the discretion of the Chief of Police or his or her designee.

#### **ARTICLE XXIII: OTHER LEAVE**

A. No Superior Officer retiring from service with the Township shall be entitled to any TERMINAL LEAVE whether provided by any Township Ordinance, prior agreement, or otherwise.

B. A Superior Officer may receive a LEAVE OF ABSENCE. LEAVE OF ABSENCE shall be without pay for a period not to exceed six (6) months. LEAVE OF ABSENCE may only be granted after application to the chief of Police approved by the Mayor or his or her designee and only upon a showing of good cause for leave to be granted. An approved LEAVE OF ABSENCE shall not constitute a break in service for the Superior Officer. Any LEAVE OF ABSENCE greater than thirty (30) days shall result in suspension of all employee benefits after the 30<sup>th</sup> day unless the Superior Officer pays the Township the costs for maintaining these benefits for the remaining duration of the approved LEAVE OF ABSENCE.

**ARTICLE XXIV: INSURANCE**

A. The Township shall provide group health insurance benefits to all active Superior Officers, their spouse and eligible dependents on the effective dates of this Agreement as follows:

1. The Township shall offer base medical coverage to Superior Officers which is substantially similar to the POS Plan provided under the terms of the parties' 2008 through 2013 Agreement. A plan that increases out-of-pocket expenses incurred by Superior Officers (such as office visit co-pays, deductibles, prescription co-pays, etc.) shall not be considered substantially similar. The Township may also offer such other medical plans at its sole discretion.

2. Effective January 1, 2014, Superior Officers shall contribute towards the cost of healthcare in an amount that shall be determined in accordance with Section 39 of P.L. 2011, c. 78, if applicable.

3. Effective August 1, 2010, the Traditional Plan was eliminated. In the event the Township offers a plan with a cost greater than the Plan(s) referenced in Paragraph A.1, any Superior Officers electing such plan shall pay the difference in cost per month to the Township based on their coverage in addition to the payment specified in Paragraph A.2, if applicable.

4. Dental coverage at least equal to the coverage provided under the terms of the parties' 2008-2013 Agreement, which included the Superior Officer's spouse and eligible dependents. Any Superior Officer electing dental coverage shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2011, c. 78, if applicable.

5. Any Police Officer electing to receive vision coverage offered by the Township shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2011, c. 78, if applicable.

B. Retired Superior Officers, their spouses and eligible dependents shall be covered subject to the following:

1. Superior Officers hired prior to January 1, 2014, their spouses, and eligible dependents shall be covered only when the Superior Officer retires with 25 years of service in the Police and Fireman's Retirement System while employed for fifteen (15) years in the Township of Berkeley Heights, or retires due to a State approved disability after a least 10 years of completed service in the Police and Fireman's Retirement System while employed for in the Township of Berkeley Heights, or retires due to traumatic disability from a work related incident after at least 8 years of completed service in the Police and Fireman's Retirement System while employed in the Township of Berkeley Heights.

2. Superior Officers hired on or after January 1, 2014, their spouses, and eligible dependents shall be covered only when the Police Officer retires with 25 years of service in the Police and Fireman's Retirement System while employed for twenty (20) years in the Township of Berkeley Heights, or retires due to a State approved disability after at least 10 years of completed service in the Police and Fireman's Retirement System while employed in the Township of Berkeley Heights, or retires due to traumatic disability from a work related incident after at least 8 years of completed service in the Police and Fireman's Retirement System while employed in the Township of Berkeley Heights.

2. The surviving spouse and eligible dependents of a Superior Officer dying due to a work related incident shall be covered.

3. All retirees shall retain all of the benefits under this collective bargaining agreement to which they retired. No further collective bargaining agreements may decrease the retiree benefits of those employees who retire during this collective bargaining agreement. Retirees must pay any contribution applicable to retirees (not active employees) contained in the collective negotiations agreement under which he or she retired and as required by applicable law.

C. The surviving spouse and eligible dependents of a Police Officer dying due to a work related incident shall be covered.

1. The surviving spouse and eligible dependents of a deceased covered retired Superior Officer shall be covered, but the surviving spouse shall be responsible for paying 50% of the cost for the coverage until reaching the age of 55 at which time the Township will pay the full cost.

2. Upon the surviving spouse becoming eligible for Medicare, coverage will be limited to supplemental coverage.

3. Coverage for any surviving spouse shall terminate upon remarriage of the spouse. Survivors shall notify the Township Executive Assistant of the remarriage not more than thirty (30) days after such remarriage. In the event notice is not given within such thirty (30) day period the Survivor shall be billed and shall be obligated to pay to the Township any premium costs incurred.

D. Coverage for any eligible dependent shall terminate upon emancipation of the dependent. Notice of the emancipation shall be provided to the Township Executive Assistant not more than thirty (30) days after such emancipation. In the event notice is not given within such thirty (30) day period the covered individuals shall be billed and shall be obligated to pay to the Township any premium costs incurred.

E. In the event that a Superior Officer elects to waive coverage and provides satisfactory proof to the Township of coverage from another source which is at least equal to that provided by the Township, the Township shall pay to the Superior Officer the following:

1. Payment to a Superior Officer per year who submits or renews a waiver of the Township's insurance coverage on or before May 20, 2010 shall be \$6,000.

2. Payment to a Superior Officer who submits or renews a waiver of the Township's insurance coverage on or after May 21, 2010 shall be 25% of the cost of such benefits to the Township or \$5,000.00, whichever is less.

All such payments shall be excluded from the base salary and shall not be included in pension calculations.

Bargaining unit members who opt out of the Township's insurance plan shall not be liable to pay contractual premium contributions and/or the State mandated 1.5% contribution.

Superior Officers hired on or after January 1, 2014 shall not be entitled to payments for waiver of coverage.

#### **ARTICLE XXV: IN-SERVICE POLICE TRAINING**

A. Each Superior Officer shall be entitled to attend at least twenty-four (24) hours of In-Service Police Training of his or her choice per calendar year.

1. The Chief of Police shall distribute to each employee a complete and current listing and description of all courses offered by the New Jersey State Police and the Chiefs of Police Association. Each Superior Office shall sign for the complete and current listing.

2. The Chief of Police shall have the right to request a Superior Officer to attend an In-Service Police Training Course in addition to the twenty-four (24) hour minimum.

B. Selection of an In-Service Police Training Course by an individual Superior Officer shall be made in writing to the Chief of Police. Should enrollment be restricted, seniority will determine which Superior Officer shall attend.

1. The request will include a statement on how attendance at the In-Service Police Training Course will benefit the Police Department.

2. The selection of an In-Service Police Training Course by an individual Superior Officer is above and beyond any In-Service Police Training course which the Chief of Police decides to send the Superior Officer.

C. A Superior Officer attending an In-Service Police Training Course shall be excused from duty without loss of pay for the period attended at the school. Should a Superior Officer attend an In-Service Police Training Course on his or her day off, he or she shall be compensated in straight time compensatory time off.

1. Should a Superior Officer fail to attend or complete an In-Service Police Training Course without good cause shown, the Superior Officer shall be responsible for the cost thereof and shall not receive compensation for that time.

2. The Township shall provide a police vehicle and gas to a Superior Officer attending an In-Service Police Training Course, provided a police vehicle is available.

3. Should a Superior Officer be required to use his or her own vehicle to attend an In-Service Police Training Course, the Township shall compensate the Superior Officer for mileage at the rate allowed by the Internal Revenue Service.

D. The Township shall pay the costs of any tolls and parking incurred by a Superior Officer attending an In-Service Police Training Course.

**ARTICLE XXVI: EDUCATIONAL TUITION REIMBURSEMENT AND  
EDUCATIONAL COMPENSATION**

Each Superior Officer shall be entitled to tuition reimbursement for college credits by the Township subject to the following:

A. College credits taken at a minimum rate of three (3) credits per calendar year.

B. Tuition reimbursement shall be made for each college course completed with a grade of "C+" or above.



C. Graduate credits shall not be reimbursed.

D. A Superior Officer shall submit a letter to the Chief of Police and the Township Administrator prior to November 1 of the year prior to the year in which he or she intends to seek reimbursement for any course to ensure that appropriate funds are provided in the budget for reimbursement. Should a Superior Officer fail to submit a letter in a timely fashion and adequate funds not be available in the year in which reimbursement is sought the Township may elect to deny reimbursement.

E. All credits sought for reimbursement require the prior approval of the Chief of Police and Township Administrator. Approval shall not be unreasonably denied.

F. All course credits, including online course credits, must be transferable to Rutgers, the State University of New Jersey.

G. Credits will be reimbursed at no more than the per credit cost of Rutgers, the State University of New Jersey, New Brunswick campus.

H. Superior Officers receiving reimbursement for educational credits shall remain employed with the Township for a period of no less than four (4) years following reimbursement. Any Superior Officer leaving before four (4) years after reimbursement shall refund the Township for the amount of said reimbursement.

#### **ARTICLE XXVII: UNIFORMS**

A. Each Superior Officer shall maintain his or her work uniform in a clean and presentable condition at all times. Should any part of a Superior Officer's uniform be damaged or destroyed in the line of duty, the Township shall pay for replacement or repair of the uniform. This does not apply to normal wear or aging of the uniform. Should the Township change the required current work uniform, the Township shall pay for the issue of a new uniform for each Superior Officer in a quantity sufficient to last

one (1) year. Should the PBA request a change of uniform, costs of the change will be charged to the PBA, if the Township approves such requested change.

**ARTICLE XXVIII: STAND-BY TIME**

In recognition of the requirement that each Superior Officer is required to maintain himself or herself readily available for duty for certain periods when he or she would otherwise not be required to work (i.e., "stand-by time") on alternate weekends and after midnight on week nights, each Superior Officer shall be entitled to one and one-half (1.5) days of "Stand-by" time for each (3) weeks on call. Such days shall not be paid to the Superior Officer but shall be compensatory time which the Superior Officer may use upon reasonable notice to the Chief of Police subject to Departmental staffing requirements and further that such time must be used not later than September 30 of the year following the year in which accrued.

**ARTICLE XXIX: DEFERRED COMPENSATION PLAN**

The Township shall continue to maintain the Deferred Compensation Plan which has heretofore been in effect. Participation in the Plan will be voluntary for each Superior Officer.

**ARTICLE XXX: TERMINATION OF SERVICE**

Resignation of a Superior Officer shall be in the form of a written notice to the Chief of Police and bear the signature of the employee resigning. Notice shall be no less than fourteen (14) days prior to the date of resignation.

Retirement of a Superior Officer shall be in the form of a written notice to the Chief of Police and bear the signature of the employee retiring. Notice shall be simultaneous with that given to the NJ state Division of Pensions and Benefits.

**ARTICLE XXXI: MISCELLANEOUS**

The RULES AND REGULATIONS governing the operation of the Police Department that were adopted by resolution of the Township Committee on February 4, 1974, as amended from time to time, shall remain in full force and effect. Should a conflict arise between a provision in this Agreement and the aforementioned RULES AND REGULATIONS, the terms of the provisions in this Agreement shall govern.

If manpower permits, the Township shall grant time off without loss of pay to a Superior Officer on the SOA Negotiations Committee to conduct work related to the contract negotiations.

**ARTICLE XXXII: POLICE FUNERALS**

In the event a Police Officer of a jurisdiction in the State of New Jersey is killed in the line of duty, the Township shall provide a marked patrol vehicle, if available, and gas, to any off-duty Superior Officer(s) who wishes to attend the funeral.

**ARTICLE XXXIII: PERSONAL DAYS**

Beginning January 1, 2005, each employee shall receive two (2) personal days per year to be used at the discretion of each Superior Officer. Effective and retroactive to January 1, 2009, each Superior Officer shall receive an additional personal day per annum, for a total of three (3). If a personal day is not used, then a personal day may be carried forward to the next year. A Superior Officer does not have to give any explanation for the use of any personal days and shall be granted the use of the personal day, except in case of an emergency.

**ARTICLE XXXIV: TERMS AND RENEWAL**

This Agreement shall be in effect and govern the parties hereto for the period January 1, 2014 through December 31, 2017. Upon expiration of the term of this Agreement the provisions agreed to hereunder, including but not limited to all obligations, benefits, and

conditions of employment shall remain in full force and effect unless and until changed in accordance with law.

The Township and SOA agree to commence negotiations for a new Agreement between the parties between June 1 and August 1, 2016.


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this 11<sup>TH</sup> day of FEBRUARY, 2015.

THE TOWNSHIP OF BERKELEY HEIGHTS

DATE: \_\_\_\_\_, 2015

BY:   
Robert Woodruff, Mayor

DATE: 2/11, 2015

BY:   
John Bussiculo, Administrator

PBA LOCAL #144

DATE: 2/11, 2015

BY:   
Robert Deitch, President

**SCHEDULE A**

A. Each Superior Officer shall receive a base rate of pay based upon his or her years of service in the department as set forth in the following chart and shall move to the next higher (if applicable) upon completion of a full year at the lower step.

	<u>1/1/2013</u>	<u>1/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>
LT	120,744	124,669	127,694	131,344	134,994
CAPT	131,805	137,805	139,780	140,705	141,705

**B. CLOTHING ALLOWANCE**

As of January 1, 2005 the clothing allowance was eliminated.

**C. MAINTENANCE ALLOWANCE**

As of January 1, 2005, the maintenance allowance was eliminated.

**APPENDIX I**

**UNITED HEALTHCARE  
COMPARISON OF BENEFITS**

Benefit Levels	Choice PPO		Select POS	
	PCP Selection NOT REQUIRED In-Network	Out-of-Network	PCP Selection Requirement In-Network	Out-of-Network
Deductible	Not Applicable	\$250 per person / \$500 per family / \$1,000 per individual / \$2,000 per family. Coinsurance counts towards out-of-pocket. Deductible does not apply	Not Applicable	\$100 per person / \$250 per family
Coinsurance	100% / 80% Supplemental		100%	80%
Coinsurance Limit	\$400 per individual / \$800 per family	80% after deductible	\$400 per individual / \$1,000 per family	\$2,000 per individual / \$5,000 per family
Office Visit	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Specialist Visit *Nurse	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Physicals/Immunizations	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Well Child Care Limit to Age 19	Plan pays 100% after \$15 copay 100% Female members may receive an annual Pap test, Exam and age appropriate mammograms.	80%, deductible waived	Plan pays 100% after \$5 copay 100% Female members may receive an annual Pap test, Exam and age appropriate mammograms	80%, deductible waived
Routine Mammogram	Plan pays 100% after \$15 copay	80% after deductible	100% Female members may receive an annual Pap test, Exam and age appropriate mammograms.	80% after deductible
Routine OB/GYN	100% after initial co-payment of \$15	80% after deductible	Plan pays 100% after \$5 copay (after 1st visit only)	80% after deductible
Maternity - Outpatient	100%	80% after deductible	100%	80% after deductible
Maternity - Inpatient	100%	80% after deductible	100%	80% after deductible
Elective Abortions Treatment of Intertulffy 4 Egg Retrievals per lifetime for all plans	100%	80% after deductible	100%	80% after deductible
Exercise	\$100 reimbursement per six month period. Subscriber's spouse may be reimbursed up to \$50 per six month period. The member must complete 50 visits within the six month period			
Inpatient Hospital Services	100% for 365 days	80% after deductible	100% for 365 days	80% after deductible
Outpatient Hospital	100% for 365 days	80% after deductible	100% for 365 days	80% after deductible
Emergency Room	100% after \$35 copay, waived if admitted. In-network Urgi Care - \$15 copay		100% after \$25 copay, waived if admitted. In-network Urgi Care - \$5 copay	
Allergy Testing/Injections	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Diagnostic X-ray & lab	100%	80% after deductible	100%	80% after deductible

**UNITED HEALTHCARE  
COMPARISON OF BENEFITS - CONT'D**

<b>Benefit Levels</b>	<b>Choice PPO</b>		<b>Select POS</b>	
	<b>PCP Selection NOT REQUIRED In-Network</b>	<b>Out-of-Network</b>	<b>PCP Selection Requirement Suspended In-Network</b>	<b>Out-of-Network</b>
Home Health	100%	80% after deductible	100%	80% after deductible
Home Health Limit	90 visits per calendar year		100%	80% after deductible
Therapeutic Manipulations	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Therapeutic Manipulation Limits	Unlimited		Unlimited	
SNF limits apply	100% 120 day max	80% after deductible	100%, 100 days	80% after deductible, 60 days
Foot Orthotics	No Coverage	No Coverage	100%	80% after deductible
Short Term Therapies	100%	80% after deductible	100%	80% after deductible
Therapies Limit	30 visits per calendar year per therapy		Unlimited	
Ambulance	100%		100%	80% after deductible
Durable Medical Equipment	80% coinsurance after deductible		100%	80% after deductible
Mental Health - Inpatient	Unlimited		Unlimited	
Mental Health - Outpatient	100% for 16 days	80% after deductible, 16 days	100% 1st 25 days then 90% for next 10 days	80% after deductible, 30 days
Substance Abuse - Inpatient	Biological Illnesses are treated like any other General Medical Condition - No day limits apply		Biological Illnesses are treated like any other General Medical Condition.	
Substance Abuse - outpatient	80% coinsurance after deductible, 25 visits per calendar year		Plan pays 100% after \$5 copay	80% after deductible
Eye Examinations	Biological Illnesses are treated like any other General Medical Condition - No day limits apply		Limits 100 visits per year / 300 per lifetime. Biological Illnesses are treated like any other General Medical Condition	
Vision Hardware	Included as part of the mental health benefits		Included as part of the mental health benefits	
Prescription Copay - Retail Order	Included as part of the mental health benefits		Included as part of the mental health benefits	
Prescription CoPay - Mail Order	Not Covered	Not Covered	Not Covered	
Dependent Age	80% after calendar year deductible - 30 day supply		90% after calendar year deductible - 30 day supply	
	\$0 copay for 90 day supply		\$0 copay for 90 day supply	
	Age 23. Coverage ends at the end of the calendar year in which the child attains age 23. Coverage dependent coverage available.			



**APPENDIX II**

**SICK LEAVE DONATION PROGRAM**

**PURPOSE**

This policy allows PBA and SOA unit members to donate accrued and unused sick time to PBA and/or SOA unit members who are in need of time off due to a personal health condition or the health condition of an immediate family member.

**ELIGIBILITY TO RECEIVE LEAVE**

PBA and/or SOA unit members may receive donated sick leave time under the following circumstances:

1. The unit member requires leave for a personal health condition or the health condition of a family member listed in Article XXIII, Section A of the parties' collective negotiations agreements ("CNAs").
2. The unit member has been employed by the Township as a PBA and/or SOA unit member for one (1) year.
3. The unit member has exhausted all sick, vacation, personal and compensatory time.
4. The unit member is not taking a leave that is covered under the New Jersey Worker's Compensation Act.

**ELIGIBILITY TO DONATE LEAVE**

PBA and/or SOA unit members may voluntarily elect to donate sick leave to a designated recipient subject to the following:

1. The donating unit member certifies that the sick leave is being donated voluntarily and with the knowledge that it will not be returned once donated.

2. A leave donor may not revoke the sick leave donation.
3. A Police Officer who donates sick leave shall not have those days counted against him or her for the purposes of eligibility for the sick leave buy-back program set forth in Article XXIII of the CNAs.
4. Each Police Officer shall donate only one (1) day per donation request. If the initial request does not produce enough donations, subsequent requests can be made and a Police Officer can elect to donate an additional day for each subsequent request.

### **GENERAL PROVISIONS**

This Sick Leave Donation Program will be administered subject to the following general provisions:

1. During the period that donated sick leave is used, the donated sick leave recipient shall be treated in the same manner as an employee on sick leave for purposes of service credit and any term, condition or benefit or employment.
2. Donated sick leave will be placed in a "Sick Time Donation Bank."
3. Donated sick leave cannot be "cashed out."
4. No unit member will be forced to donate sick leave.
5. The Township administrator shall have the authority to approve or disapprove the donation request for the unit member. A request for donated sick leave shall not be unreasonably denied.
6. All donated sick leave shall be used concurrent with FMLA/FLA, if said Police Officer is eligible for such leave.

**PROCEDURE**

To the extent possible, the procedure set forth below shall be followed with regard to the Sick Leave Donation Program. It is understood, however, that emergent circumstances are likely to arise and will be handled on a case by case basis.

1. A unit member that believes he or she may require donated sick leave must notify the PBA President or his or her designee as soon as practicable of the need. The PBA President or his or her designee will advise the Chief of Police and the Township Administrator of the request.
2. Proper medical documentation will be required.
3. The PBA will send out a request for sick leave donors as soon as practicable after being advised of the unit member's eligibility.
4. Potential sick leave donors must respond as soon as practicable to the notice from the PBA and certify, in writing:
  - a. That the sick leave is being donated voluntarily;
  - b. That the donor wishes to donate sick leave;
  - c. That the donor is aware that the sick leave will not be returned and that any unused portion of the donated sick leave will be placed in the Sick Time Donation Bank.
5. If all of the donated sick leave is not used, the remainder shall be placed in the Sick Time Donation Bank. The Sick Time Donation Bank can only be used by members of the PBA and/or SOA negotiations units.
6. The PBA will furnish to the Police Administration and the Human Resources Department the names of the Police Officers who donated sick leave for reconciliation of attendance cards.

7. If the recipient Police officer exhausts the donated sick leave and more sick leave is needed the Police Officer may make a subsequent request for additional donated sick leave.

8. A PBA or SOA unit member who has sustained discipline for chronic or excessive lateness or abuse of leave within the twelve (12) months immediately preceding the request shall not be eligible to receive donated sick leave for that request.