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AGREEMENT

BETWEEN

THE TOWNSHIP OF BERKELEY HEIGHTS

-AND-

PBA LOCAL 144

JANUARY 1, 2009 THROUGH DECEMBER 31, 2013

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, 2009, 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 PBA Local 144 of the Police Department of the Township of Berkeley Heights, hereinafter referred to as the "PBA", 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 "Police Officer", "Employee" or "Employees" refer to all persons represented by the PBA 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

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues which were negotiated.

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. The parties hereto shall meet within thirty (30) days of such provision being found unenforceable or invalid to negotiate a modification to cure such a defect.

ARTICLE IV

NON-DISCRIMINATION, NON-COERCION

A. Neither the Township nor the PBA shall discriminate against any employee or Township Official because of race, religion, sex, age, national origin or union activity.

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

C. There shall be no discrimination, intimidation, interference or coercion by the PBA 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 PBA as the exclusive and sole representative for all

patrolmen and sergeants of the Police Department.

ARTICLE VII

TRAINING PERIOD

The Chief shall have the right to make temporary assignments for training purposes for up to 4 months without any pay increase for assignment differential. However, if a Police Officer remains in any special assignment more than 4 months, then the employee will be paid the assignment differential set forth in Schedule A.

ARTICLE VIII

COMPENSATION AND OTHER BENEFITS

An Officer shall be compensated at the base rate 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 IX

STRIKES AND WORK ACTIONS

The PBA 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 PBA will discourage, take any 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 PBA shall be grounds for termination of employment.

ARTICLE X

LEGAL REPRESENTATION

The Township shall provide payment for the costs of legal representation of PBA

members as follows:

A. The Township shall be obligated to pay the legal fees incurred by a Police Officer whenever an Officer is a defendant in a legal action or proceeding arising out of or incidental to the performance of the Officer's duties.

B. The defendant Police Officer may select an attorney of the Officer's own choosing to represent the Officer in any such proceeding.

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 Officer's obligation to pay.

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

ARTICLE XI

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 5 days or less, a written reprimand, counseling notice, etc.) and may be raised by an employee, the PBA on behalf of an employee, or a group of employees (hereinafter the employee, the PBA, or a group of employees shall be labeled as the "grievant").

B. There shall be 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 designee, in an effort to resolve the matter. The Chief of Police, or his designee,

shall have 14 calendar days of being advised of the grievance within which to respond with his decision in writing to the employee affected and the PBA President.

2. **STEP 2:** If, as a result of Step One, the Chief of Police is not able to resolve the matter within the 14 calendar days after receiving the written statement of the grievance, or if the Chief of Police does not respond within 14 days, or if the grievant is not satisfied with the Chief of Police's or his designee's response, the grievance may proceed to Step Two. The grievant shall proceed to the Township Committee or its designee at Step Two. The Township Committee or its designee shall conduct a hearing within 14 calendar days after receiving the written statement of the grievance. At the hearing, the PBA, the employee affected and/or the Township can present witnesses, signed under oath certifications or affidavits, exhibits, and other reliable proof at the hearing. The employee affected, the PBA and the Township may have an attorney present to represent each of its interests at the hearing. All testimony shall be under oath. The hearing shall, at the request of either party, be tape recorded. The cost of transcription of the proceeding shall be borne by the Township. The Township Committee or its designee shall render a written decision within 19 calendar days after receiving the written statement of the grievance. The Township Committee or its designee shall, within 19 days after the conclusion of such hearing send a copy of the written decision to the employee affected, the PBA and to the Township Committee. If the PBA, the affected employee, or the Township Committee are not satisfied with the decision or the written decision is not issued within the required 19 days of the date of the conclusion of the hearing, all of which shall be treated as an inability to resolve the grievance, then the employee affected, the PBA or the Township may submit the grievance to binding arbitration in accordance with the following Step Three.

3. **STEP 3:** If the matter is not resolved by the Township Committee or its designee to the satisfaction of the grievant within 19 calendar days as set forth in Step Two above, or if no written decision is received within the 19 calendar days, then all of these shall be treated as an inability to resolve the grievance, then the aggrieved party, the PBA or the Township, within an additional 60 calendar days from the date the PBA and the grievant received the written decision 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 follows:

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. 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.

4. It is expressly understood that the Township or the employee or the PBA, as the case may be, shall not waive any legal or equitable remedies, if any, and may resort to the appropriate court at any time.

ARTICLE XII

PERSONNEL FILES

A. One master personnel file shall be maintained on each Police Officer. The Chief of Police shall be responsible for safekeeping of the confidential portions of the personnel file. The Township Personnel Officer shall keep the general employment file and pay information.

B. The contents of a Police Officer's personnel file relating to performance shall be confidential.

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

D. Upon advanced notice, any Police Officer shall be permitted to personally review the contents of his personnel file. The time of review requested by the Police Officer must be reasonably acceptable to the Chief of Police.

E. Each Police Officer who participates in any promotional examination procedure shall receive, upon written request, a photocopy of the contents of his personnel file prior to the commencement of the promotional examination procedure.

ARTICLE XIII

SENIORITY

The following rules shall apply regarding seniority for PBA members:

A. Rank: Seniority shall be established first by rank and second by time served in rank. When two or more Police 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 Police Officers hired prior to July 1, 1989 completed years of service shall be calculated beginning on the date the Police Officer was initially hired as a full time employee. For Police Officers hired on or after July 1, 1989, completed years of service shall be calculated beginning the date the Police Officer reports for active duty following graduation from the Police academy.

C. Lay-Offs. Should the Township determine it is necessary to lay-off Police Officers such lay-offs shall be conducted in reverse order of seniority. All Sergeants shall be considered senior to all patrolmen. If the Township lays-off or demotes any Officers from July 1, 2010 through December 31, 2010, the agreement with respect to overtime as set forth in Article XVI, Section B below shall be voided on the effective day of the layoff(s) and all time contained in the "Chief's Comp. Time Bank" shall be paid out in cash at the Officer's option. In addition, the Township shall pay each laid off or demoted Officer 2 weeks' pay for each year or partial year of employment and shall reimburse said Officer for his COBRA payments for 9 months, if applicable.

ARTICLE XIV

LONGEVITY

A. Each Police Officer hired prior to March 1, 1999 shall receive longevity compensation for continuous service according to the following schedule:

COMPLETED YEARS OF SERVICE	PERCENTAGE OF BASE RATE OF PAY
5	2%
10	4%
15	6%

19	8%
21	11%

B. Each Police Officer hired on or after March 1, 1999 shall receive longevity compensation for continuous service according to the following schedule:

COMPLETED YEARS OF SERVICE	PERCENTAGE OF BASE RATE OF PAY
10	4%
15	6%
19	8%
21	11%

C. Such compensation shall not be considered part of the Police Officer's base rate of pay, but shall be considered part of his or her base pay and shall be included for purposes of pension calculation.

D. Upon the completion of twenty-five years of service, the longevity compensation paid to any Officer shall be capped at the specific dollar amount to which he is entitled on the day of completion of twenty-five years of service regardless of any further increases in base rate of pay after such date.

ARTICLE XV

HOURS OF WORK

A. The work day shall consist of twelve (12) consecutive hours of duty (four consecutive work days and four consecutive days off) if in the patrol division or 10 consecutive hours of duty (4 consecutive work days followed by three consecutive days off) if in a special unit.

B. Each Police Officer shall be entitled to suspend his activities for a fifteen (15)

minute coffee break and a thirty (30) minute meal break per shift based on an eight hour shift. Such suspension is to be approved by the Police Officer's supervisor.

C. During each Police Officer's coffee break or meal break, he 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 supervisor's approval.

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

ARTICLE XVI

OVERTIME: COMPENSATION AND DISTRIBUTION

A. When a Police Officer is authorized to work beyond the completion of his shift or tour of duty and does work that additional time, the Officer shall be entitled to "overtime compensation" at a rate of time and one-half for the additional time worked. Compensation shall be made in the form of pay or time off, at the Officer's sole discretion. If the Police Officer elects to be compensated in the form of pay, payment shall be made upon the Officer's submission of a voucher during the year in which the overtime is accrued, and payment shall be made in a timely manner. An Officer electing to take time off as overtime compensation must submit a written request no less than four (4) days prior to the day the Officer intends to take off. In the event the Police Officer cannot utilize accumulated time off, then the Officer shall receive pay for the unused portion at the rate then in effect. The following shall apply in calculating overtime:

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

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

3. A Police Officer placed ON CALL in connection with a subpoena to testify arising out of the performance of the Officer's duties shall be compensated in pay only at a rate of one-half hour for each hour the Officer is on call to a maximum of 8 hours pay. This compensation shall only apply to time the Officer is not on duty.

4. Any Police Officer who works on or during a period that the Officer is not regularly scheduled to work, excluding switching of shifts, shall be compensated at the overtime rate for the entire time worked.

B. Effective July 1, 2010 through December 31, 2010 overtime shall be paid in compensatory time. Such time will be maintained in a separate "Chief's Comp. Time Bank." An Officer must use this compensatory time during the term of this Agreement. If an Officer does not use it during the term of this Agreement, the Township may schedule it for the Officer on or after January 1, 2014. However, the Township at its option may unilaterally purchase the time at the Officer's current pay rate. This agreement may be extended by mutual written agreement of the parties for 6-month intervals.

C. Certain Police Officers shall be granted a time allowance based upon performance of certain duties:

1. Each member of the Patrol Division working a "4 and 4" schedule shall receive 110 hours of compensatory time per year. This compensatory time may only be taken in time off.

2. Each member of the Detective Bureau shall receive 6 days of "Stand-by"

time per year as compensation for being designated stand-by detective.

D. 1. Where overtime payments in accordance with the above sections are earned, the employee may at his or her option elect to take compensatory time off, at the same time-and-one-half (1.5) rate. This compensatory time off shall be taken at the employee's discretion and cannot be denied even if it requires another employee to be called in for overtime.

2. An employee may accumulate up to 480 hours of compensatory time. Except as otherwise set forth in Article XVI, Section B, the employer may never force an employee to use his or her compensatory time.

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

ARTICLE XVII

HOLIDAYS

Each Police Officer shall receive fourteen (14) paid holidays per year. Payment shall be made at the rate of 1-1/2 days pay per holiday. This HOLIDAY COMPENSATION shall not be considered part of the Officer's base rate of pay but shall be included as part of the Officer's base pay when making pension contributions and for calculation of pay for Trust Work.

Effective January 1, 2011, Officers shall receive 1 additional holiday (15 total). Effective January 1, 2012, Officers shall receive 1 additional holiday (16 total). This additional holiday compensation shall not be considered part of the Officer's base rate of pay but shall be included as part of the Officer's base pay when making pension contributions and for calculation of pay for Trust Work.

ARTICLE XVIII

VACATIONS

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

COMPLETED YEARS OF SERVICE	VACATION DAYS
1/2	5
1	10
5	15
10	20
15	23
20	28

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

C. Vacation days shall be converted to hours based on a rate of eight (8) hours per day of vacation (this includes members of the Patrol Division).

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 annual PBA Convention and the day of the annual fireworks display.
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 Police Officer shall have three (3) full days to make his annual vacation day selections.
3. Vacation days may be carried over to March 31st of the following calendar year.

ARTICLE XIX

SICK LEAVE

A. Each Police Officer shall be entitled to cumulative days for sick leave, the purposes of which shall be to aid the Officer in the time of sickness or physical disability. Sick leave days shall be days off with pay. Sick leave days shall be accumulated as follows:

1. On January 1 of each year, except for Officers who have not yet completed 6 months of employment, each Officer shall be credited with 3 sick leave days.
2. Each Officer who has accumulated at least 6 months of employment shall accumulate one sick day upon completion of each month worked.
3. Officers who have not yet completed 6 months of employment shall not be entitled to sick leave days.

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

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

D. Each Police Officer utilizing less than five accumulated sick leave days 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 Officer in the year that the sick leave was accumulated. The days permitted to be sold back are as follows:

Sick Leave days used	Days to be sold back
5	0
4	1
3	2

2	3
1	4
0	5

Effective for the 2010 sick time buy-back, and thereafter, the sick time buy-back schedule shall be as follows:

Sick Leave Days Used	Days to be Sold Back at 90%
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 E shall not impact an Officers right to sell back unused or un-transferred sick days.

E. In the event an Officer has been stricken by a catastrophic illness or injury and that Officer has exhausted all accumulated Sick Leave Days, vacation days, overtime and Chief's Comp. Time, that Officer may extend sick leave days from other Officers. Each Officer shall be permitted to voluntarily transfer sick leave days to the Officer stricken with a catastrophic illness or injury up to a maximum of 5 sick days.

ARTICLE XX

BEREAVEMENT LEAVE

Each Police Officer shall be entitled to BEREAVEMENT LEAVE upon the death of

certain family members. Bereavement leave shall be days off with pay granted as follows:

A. Upon the death of an Officer's Grandparent, Parent, Spouse, Child, Sibling, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Grandchild, and Spouse's Grandparent, the Officer shall be granted bereavement leave from the day of death to the day of burial.

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

C. Bereavement leave may be extended one (1) day when burial takes place outside the State of New Jersey and the Officer is unable to return in time for duty.

ARTICLE XXI

OTHER LEAVE

A. No 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. An Officer may receive a leave of absence. Leave of absence shall be without pay for a period not to exceed 6 months. Leave of absence may only be granted after application to the Chief of Police approved by the Township 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 Officer. Any leave of absence greater than 30 days shall result in suspension of all employee benefits after the 30th day unless the Officer pays the Township the costs for maintaining these benefits for the remaining duration of the approved leave of absence.

ARTICLE XXII

INSURANCE

A. The Township shall provide group health insurance benefits to the PBA bargaining unit members or the effective dates of this Agreement as follows:

1. Basic medical coverage and major medical coverage at least equal to the coverage previously provided under the terms of the parties' prior Agreement except as otherwise stated herein.

2. Effective August 1, 2010, the Traditional Plan shall be eliminated and Officers who remain in the PPO shall pay \$58.00 per month and \$202.00 per month for single coverage and family coverage, respectively, in addition to the statutory 1.5% annual base pay contribution. Except for the statutory 1.5% annual base salary contribution, Officers shall not be required to share in the premium for the POS plan.

a.) Prior to August 1, 2010, the Township shall hold an open enrollment for Officers to select their health insurance coverage. All new employees shall be in the POS during the first twenty-four (24) months of employment.

b.) Effective August 1, 2010, or as soon thereafter as possible, the Township shall establish an I.R.S. Section 125 Plan for all health insurance contributions and co-pays.

3. Dental coverage at least equal to the coverage provided under the terms of the prior Agreement between the parties, which included the Officer's spouse and eligible dependents.

4. The current insurance includes the United Healthcare PPO Plan and the United Healthcare POS Plan. The specific benefits of each plan that are in effect prior to August

1, 2010 are attached hereto in a three-page "United Healthcare - Comparison of Benefits Township of Berkeley Heights" comparison, attached hereto and incorporated herein as Schedule B.

5. All of the benefits and services for the medical coverage during the term of this collective bargaining agreement for both the United Healthcare PPO and United Healthcare POS Plans, shall be at least equal to or better than the benefits and services set forth in the 3-page "United Healthcare – Comparison of Benefits Township of Berkeley Heights" attached hereto and incorporated herein as Schedule B.

B. All active Police Officers, their spouses and eligible dependents shall be covered. Retired Police Officers, their spouses and eligible dependents, surviving spouses and eligible dependents of deceased retired Police Officers, and the surviving spouses and eligible dependents of Police Officers dying due to a work related incident shall be covered subject to the following:

1. Retired Police Officers, 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, retires due to a State approved disability after at least 10 years of completed service, or retires due to traumatic disability from a work related incident after at least 8 years of completed service.

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

3. The surviving spouse and eligible dependents of a deceased covered retired Police 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.

4. Coverage for any surviving spouse shall terminate upon remarriage of the spouse.

5. Coverage for any eligible dependent shall terminate upon emancipation of the dependent.

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

7. All retirees shall retain all of the benefits under this collective bargaining agreement to which they retired. No future collective bargaining agreements may decrease the retiree benefits of those employees who retire during this collective bargaining agreement.

C. In the event that the 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 Officer, on a semi-annual basis, one half of the savings effected by the Township through the waiver of coverage. All of such payments shall be excluded from base salary and shall not be included in pension calculations. Payment to an employee per year who submits or renews a waiver of the Township's insurance coverage on or before May 20, 2010, shall be \$6,000. Payment to an employee 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. 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%.

ARTICLE XXIII

IN-SERVICE POLICE TRAINING

A. A Police Officer attending an In-service Police Training course shall be excused from duty without loss of pay for that day. A Police Officer attending an In-service Training

course on the Officer's day off shall be compensated pursuant to other terms of this contract, and if an Officer is entitled to overtime compensation pursuant to Article XVI, then the Officer in training shall be compensated in overtime. All in-service training shall be approved by a Superior Officer.

B. The Township shall provide a vehicle and gas to any Officer attending such training course, if a vehicle is available.

C. The Township will reimburse an Officer using the Officer's own vehicle to travel to the training course for mileage at the prevailing rate for such compensation.

D. The Township will reimburse the Officer attending such a training course for all tolls and parking fees incurred.

E. Any Officer scheduled to attend an in-service training course who does not attend without a valid excuse shall be responsible for the costs of the course and shall not be compensated for that day.

ARTICLE XXIV

EDUCATIONAL TUITION REIMBURSEMENT AND EDUCATIONAL COMPENSATION

Each Police Officer shall be entitled to tuition reimbursement for college credits and graduate credits (education after a four (4) year college) by the Township subject to the following:

A. College credits taken at 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. College credit must be earned towards achieving an Associates or Bachelors Degree in Criminal Justice.

D. An Officer shall submit a letter prior to December 1 of the year prior to the year in which he intends to seek reimbursement for any course to ensure that appropriate funds are provided in the budget for reimbursement. Should an 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 reimburse in the following budget year.

ARTICLE XXV

UNIFORMS

A. The Township shall issue each new Police Officer the initial uniform. Should any part of an Officer's uniform be damaged or destroyed in the line of duty, the Township will 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 Police Officer in quantity sufficient to last one year. Should the PBA request a change of uniform, costs of the change will be charged to the uniform allowance.

B. The clothing allowance shall be eliminated effective January 1, 2005.

C. The MAINTENANCE ALLOWANCE shall be eliminated effective January 1, 1999.

ARTICLE XXVI

DEFERRED COMPENSATION PLAN

The Township shall continue to maintain the Deferred Compensation Plan which has heretofore been in effect. Participation in this Plan will be voluntary for each Officer. All mutual funds utilized by the Township in this Plan shall be "no load Mutual Funds" unless otherwise approved by the PBA.

ARTICLE XXVII

TERMINATION OF SERVICE

Resignation or retirement of a Police Officer shall be in the form of a written notice to the Chief of Police. Notice shall be no less than 14 days prior to the date of retirement or resignation.

ARTICLE XXVIII

RANK AND ASSIGNMENT DIFFERENTIALS

A. In the event that an Officer is assigned on a permanent basis to the position of Detective, Traffic Officer, or Juvenile Officer that Officer shall receive in addition to the base rate of pay to which he would otherwise be entitled as set forth in this Agreement an ASSIGNMENT DIFFERENTIAL as set forth in Schedule A.

B. In the event that an Officer is promoted to the rank of Sergeant that Officer shall receive, in addition to the base rate of pay to which he would otherwise be entitled as set forth in this Agreement a RANK DIFFERENTIAL as set forth in Schedule A.

C. In the event that an Officer is promoted to, or has already achieved the rank of Sergeant and is also assigned, on a permanent basis to the position of Traffic Sergeant or Detective Sergeant, that Officer shall receive, in addition to the base rate of pay to which he would otherwise be entitled as set forth in this Agreement both the RANK DIFFERENTIAL and the ASSIGNMENT DIFFERENTIAL.

D. In the event that an Officer receiving any RANK DIFFERENTIAL or ASSIGNMENT DIFFERENTIAL ceases to hold such rank or is no longer assigned to one of the positions set forth in this Article, either by action of the Department or voluntarily, that Officer shall no longer be entitled to receive the relevant RANK DIFFERENTIAL or ASSIGNMENT DIFFERENTIAL as the case may be.

ARTICLE XXIX

PBA RIGHTS AND PRIVILEGES

The Township shall grant to the PBA certain rights and privileges as follows:

A. The Township shall grant time off without loss of pay to the PBA State Delegate or the designee to attend the New Jersey State PBA Convention. If budgetary constraints provide, up to three alternate delegates shall also be granted time off without loss of pay to attend the Convention. All PBA members attending the Convention pursuant to this section shall be paid a lodging allowance as set forth in Schedule A.

B. The Township shall grant time off without loss of pay to the PBA State Delegate or his designee to attend the monthly State and County Conference, Tri-County Conference, and President-Delegate Conference meetings. If the meeting occurs on a day of a regularly scheduled tour of duty the attending Officer shall be excused from that day's shift without loss of pay.

C. The Township shall provide the PBA the following assistance to facilitate PBA business:

1. Up to 90 minutes time off per month without loss of pay to the PBA Treasurer to perform the duties of that office.

2. Time off without loss of pay to any PBA member to attend monthly PBA local meetings subject to minimum patrol requirements.

3. Use of the conference (break) room to conduct PBA meetings.

4. A suitable filing cabinet within Police Headquarters for storage of PBA records.

5. The PBA shall be permitted to solicit public contributions within limits set by statute or guidelines.

D. In connection with contracts and negotiations the Township agrees as follows:

1. There shall be an established grievance procedure set forth in this contract to resolve any dispute arising from the interpretation or application of this or any subsequent agreement.

2. Reasonable access to the Township's governing body during the course of PBA-Township negotiations and the ability to request a special meeting of the governing body for the purpose of bargaining and negotiation.

3. Time off without loss of pay to the PBA Negotiations Committee to conduct work related to contract negotiations subject to minimum manpower requirements.

ARTICLE XXX

PROMOTIONS

Promotions shall be based upon seniority, past performance, training, education and experience, and an oral examination to be given by the Chief of Police and a representative of the Township Committee.

ARTICLE XXXI

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 Police Officer(s) who wishes to attend the funeral.

ARTICLE XXXII

PERSONAL DAYS

Beginning January 1, 2005, each employee shall receive two personal days per year to be used at the discretion of each Officer. Effective and retroactive to January 1, 2009, each Officer shall receive an additional personal day per annum, for a total of 3. If a personal day is not used, then a personal day may be carried forward to the next year. An 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 XXXIII

TERM AND RENEWAL

This agreement shall be in effect and govern the parties hereto for the period January 1, 2009 through December 31, 2013. 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 until the execution of a new Agreement.

The Township and PBA agree to commence negotiations for a new Agreement between the parties between August 1 and October 10, 2013.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

THE TOWNSHIP OF BERKELEY HEIGHTS

DATE: 5/2, 2011

BY: Joseph G. Bruno

Joseph G. Bruno, Mayor

DATE: 5/2, 2011

BY: Amey Upchurch

Amey Upchurch, Administrator

PBA LOCAL #144

DATE: 4/26, 2011

BY: Mark Stallone

Mark Stallone, President

DATE: 4/26, 2011

BY: Patrick Moran

Patrick Moran, State Delegate

SCHEDULE A

A. Each Officer shall receive a base rate of pay based upon his year of service in the department as set forth in the following charts and shall move to the next higher step upon completion of a full year at the lower step.

For Officers hired prior to January 1, 1998:

Scale 1	1/1/2009	1/1/2010	1/1/2011	7/1/2011	1/1/2012	1/1/2013
Probationary	52,062	52,062	52,843	53,371	54,973	56,622
2nd Year	74,924	74,924	76,048	76,808	79,113	81,486
3rd Year	76,914	76,914	78,068	78,848	81,214	83,650
4th Year	78,901	78,901	80,085	80,885	83,312	85,811
5th Year	80,764	80,764	81,975	82,795	85,279	87,837
6th Year	83,522	83,522	84,775	85,623	88,191	90,837

For Officers hired after January 1, 1998:

Scale 1	1/1/2009	1/1/2010	1/1/2011	7/1/2011	1/1/2012	1/1/2013
Probationary	48,109	48,109	48,831	49,319	50,799	52,322
2nd Year	53,075	53,075	53,871	54,410	56,042	57,723
3rd Year	58,041	58,041	58,912	59,501	61,286	63,124
4th Year	63,007	63,007	63,952	64,592	66,529	68,525
5th Year	67,972	67,972	68,992	69,681	71,772	73,925
6th Year	72,939	72,939	74,033	74,773	77,017	79,327
7th Year	77,904	77,904	79,073	79,863	82,259	84,727
8th Year	83,522	83,522	84,775	85,623	88,191	90,837

B. RANK AND ASSIGNMENT DIFFERENTIAL

In addition to the base rate of pay set forth above, each Officer assigned as Juvenile Officer, Traffic Officer, or Detective shall have his base rate of pay established as that base rate of pay of the top patrolman (i.e. for Officers hired prior to March 1, 1999 to the 6th step on Scale 1 and for those hired after March 1, 1999 to the 8th step on Scale 2) and shall receive an additional payment of six percent (6%) added to such base rate of pay. Such sum shall be considered part of such Officer's base pay for pension purposes.

However, for any Officer hired after March 1, 1999 the ASSIGNMENT DIFFERENTIAL shall be four percent (4%) for the first 18 months in that ASSIGNMENT rather than the amounts set forth above.

In addition to the base rate of pay set forth above, each Officer holding the rank of Sergeant shall have his base rate of pay established as that base rate of pay of the top patrolman (i.e. for Officers hired prior to March 1, 1999 to the 6th step on Scale 1 and for those hired after March 1, 1999 to the 8th step on Scale 2) and shall receive an additional payment of fourteen percent (14%) added to such base rate of pay. Such sum shall be considered part of such Officer's base pay for pension purposes.

In the event an Officer holds both an assignment and a rank he shall be entitled to both additional payments set forth above. In such event, the rank differential shall be calculated first and the assignment differential shall be calculated upon the resulting number.

C. CLOTHING ALLOWANCE

As of January 1, 2005, there shall be no clothing allowance payment.

D. MAINTENANCE ALLOWANCE

As of January 1, 1999, there shall be no maintenance allowance.

E. LODGING ALLOWANCE

Each Officer attending the annual PBA convention shall be entitled to a LODGING
ALLOWANCE OF \$250.00

Township of Berkeley Heights
 Medical Benefits
 Traditional, PPO & POS
 Schedule F

	Traditional Plan	In-Network Oxford PPO	Out-of-Network	In-Network Proposed Oxford POS	Out-of-Network
PATIENT SERVICES					
Emergency/Accidental Injury Care in "Urgi-Center"	100%	\$35 copay Waived if admitted			
Nursing Facility	80% after Deductible 80% after Deductible 120 Days Maximum	\$10 copay 100% deductible waived/ 120 Days Maximum	80% after deductible 80% after deductible	100% deductible waived/ 120 Days Maximum \$25 copay, waived if admitted 80% after deductible/60 Days Maximum	
Health Care	100%	90 Visits per calendar year 100%	80% after deductible 90 visits per year 80% after deductible	100%	80% after deductible (R&C) 80% after deductible (R&C) 80% after deductible (R&C)
Home Care - In patient	100%	100%	80% after deductible	100%	
Home Care - Out patient	100%	100%	80% after deductible	100%	
PHYSICIAN SERVICES					
Primary Care	100%	100% after deductible	80% after deductible	100%	80% after deductible (R&C)
Specialty Care (including consultations)	100%	100% after deductible	80% after deductible	100%	80% after deductible (R&C)
Obstetrical Services (i.e., normal delivery, cesarean section, abortion)	100%	100%	80% after deductible	100%	80% after deductible (R&C)
Out-of-Hospital Services					
Visits (including allergy testing, related diagnostic/therapy services, specialist visits) medically necessary	80% after Deductible	100% after \$10 copay	80% after deductible	100% after \$5 copay	80% after deductible (R&C)
Surgical Opinion	80% after Deductible	100%	100% deductible waived	100% after \$5 copay	80% after deductible (R&C)
Diagnostic X-ray, Lab and Radiation Therapy	100%	100%	80% after deductible	100% after \$5 copay	80% after deductible (R&C)
Child Care thru age 19	100%	100%	80% after deductible	100% at participating laboratories \$5 copay at participating laboratories	80% after deductible (R&C)
Immunizations/Lead Screenings	80% after Deductible	100% after \$10 copay	80% after deductible	\$5 copay initial visit then 100%	80% after deductible (R&C)
Preventive Adult Physicals	80% (Deductible Waived)	100% after \$10 copay	80% after deductible	100% after \$5 copay	80% deductible waived 80% deductible waived
Routine Pap, Mammography, and Prostate	80% after Deductible	100%	80% after deductible	100% after \$5 copay	80% after deductible (R&C)
Routine Cholesterol Exam	80% after Deductible	100% after \$10 copay	80% after deductible	100%	80% after deductible (R&C)
Diagnostic Services	80% after Deductible	100% after \$10 copay	80% after deductible	100% 2 per year (No referral needed)	80% after deductible (R&C)
Diagnostic, Respiratory/Inhalation Therapy, etc. Facility	Unlimited visits	30 visits per calendar year per therapy	80% after deductible	100% after \$5 copay	80% after deductible (R&C) 80% after deductible (R&C)
	\$100 per Employee/\$50 Spouse per six-months 50 visits per six months required for reimbursement	Subscriber \$100 reimbursement/ 6 month period Spouse \$50 reimbursement/ 6 month period		Subscriber \$100 reimbursement/ 6 month period Spouse \$50 reimbursement/ 6 month period	

RESOLUTION

WHEREAS, there are members of the Berkeley Heights Police Department who are represented by the PBA Local 144 ("PBA"); and

WHEREAS, the Mayor and representatives of the Township and the PBA have negotiated a new collective bargaining agreement for the period January 1, 2009 to December 31, 2013, the terms of which are set forth in the Collective Bargaining Agreement ("Agreement"), the form attached hereto and made a part hereof; and

WHEREAS, representatives of the PBA have executed the Agreement, and the Township's negotiating representatives recommended that the Township Council ratify the Agreement; and

WHEREAS, Township Council finds it to be in the best interests of the Township to enter into the Agreement with the PBA.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes and approves the attached Collective Bargaining Agreement, specifying the terms of collective bargaining agreements with the PBA Local 144 for members of the Police Department for the period January 1, 2009, to December 31, 2013.

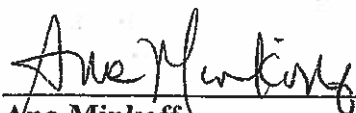
BE IT FURTHER RESOLVED that the appropriate municipal officials are authorized and directed to take all other actions necessary to fulfill the purpose of this Resolution and to execute the Collective Bargaining Agreement.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the PBA; and

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Approved this 10th day of May, 2011.

ATTEST:



Ana Minkoff
Acting Township Clerk