

A G R E E M E N T

235

Between

TOWNSHIP OF BERKELEY

And

BERKELEY TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL #237

January 1, 1996 through December 31, 1998

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1997 by and between the TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and BERKELEY TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #237 (hereinafter called the "Association").

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees. To establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto do agree to each other with respect to the employees of the employer recognized as being represented by the Association, as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

A. The Township hereby recognizes the Association as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section B herein for the purpose of collective bargaining and all activities and process relevant thereto.

B. The bargaining unit shall consist of all the regular full-time police officers and matrons including sergeants of the Police Department of the Township of Berkeley now employed or hereinafter employed except superior officers of lieutenant and higher. Full-time police officers and matrons shall not include police officers who are within the probationary period.

C. This Agreement shall govern all wages, hours, and other conditions of employment herein set forth.

D. This Agreement shall be binding upon the parties hereto.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

A. Consistent with Chapter 123, Public Law N.J. 1975 bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly-authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Township or his designees and the President of the Association or his designees shall be respective bargaining agent for the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to members covered by this Agreement, as established by rules, regulations and/or policies of the Township in force on said date, shall continue to be so-applicable during the term of this Agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any member benefit existing prior to its effective date.

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON TOWNSHIP'S TIME

A. The Township shall permit members of the Association Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with grievance procedure set forth herein. The Grievance Committee shall be granted reasonable time to a limit of one (1) hour during duty hours without loss of pay and with prior approval of his Department Head or designee, and providing the conduct of said business shall not diminish the effectiveness of the Police Department, require the recall of off-duty policemen to bring the Department to its proper effectiveness. Said time off may only be granted after the grievance has been formally presented in writing. The

Association Grievance Committee shall not exceed two (2) members, to be designated by the Association and to be made known to the Chief of Police in writing.

B. The Township shall permit members of the Association Negotiating Committee, up to a maximum of two (2) police officers and one (1) sergeant, to attend collective bargaining meetings during the duty hours of the member. However, when practicable, the negotiation session will be set during off-duty hours.

C. The Township agrees to grant the necessary time off without loss of pay to members of the Association who are recognized and selected as delegates to attend the annual state or national conventions of the New Jersey Policemen's Benevolent Association, as provided under N.J.S.A. 11:26C-4.

D. The Township shall grant the Association reasonable use of the Township's facilities and equipment for the purpose of conducting Association business as long as said facilities and equipment shall not incur any added expense to the Township and the Association shall be responsible for cleaning of said facility after its use.

E. One state delegate shall be granted time off without loss of regular pay to attend State and County meetings when such meetings are scheduled on a day the delegate is scheduled to work. The Chief of Police shall be provided with adequate notice of such meeting so as to provide coverage on the delegate's shift. Notice shall not be less than five (5) calendar days.

F. The President of the Association shall be granted one (1) hour per month, without loss of pay, to conduct local meetings when such meetings are scheduled.

G. The Association President shall be granted the privilege of attending all arbitration hearings, grievances, and unfair practice hearings. Section G. to be granted without loss of pay.

H. The executive officers of the Association or their designee shall be excused from their work assignment to attend to Association business and attend functions as representatives of the Association. It is further understood that said officers must notify the Chief of Police or his designee and it is further understood that such time is limited to an aggregate of thirty (30) hours per month, noncumulative. This leave shall not be denied for any reason, to any officer. It is also understood that the privileges granted by this section are exclusive of other sources of this Article. Executive officers shall include: President, Vice President, Recording Secretary, Treasurer and Delegate.

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

ARTICLE V

SICK LEAVE

A. Sick Leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. All permanent full-time employees covered by this Agreement shall be granted Sick Leave with pay. During an employee's first year of employment, he will be granted one (1) day for each month of complete service of full-time employment. From the beginning of employee's second year of employment, he will be granted fifteen (15) days of each year thereafter.

C. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness:

1. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.

2. The employee's Department Head may require proof of illness of an employee on leave, whenever such requirement appears reasonable.

a. In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.

b. The Department Head may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of Berkeley Township Administration, by a physician designated by the Mayor. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

3. Abuse of sick leave will subject an employee to disciplinary action.

ARTICLE VI

HOURS OF WORK

A. In accordance with the understanding between the Association and the Chief of Police, the work day for members of the Patrol Division shall be eight and one half (8-1/2) hours.

B. Members of the Patrol Division shall be assigned to no more than four (4) consecutive working days followed by two (2) consecutive days off in every six (6) calendar days.

C. The work week for members of the Patrol Division shall be no more than thirty-four (34) hours in every six (6) calendar days.

D. Members of the Detective Bureau shall have an eight (8) hour work day and shall be required to work a forty (40) hour

week.

E. Members of the Bureau shall work five (5) consecutive work days followed by two (2) consecutive days off.

F. All overtime shall be paid when any of the above items are exceeded.

G. Employees not assigned to patrol duties, other than detectives, will work as contained in Sections D. and E. above, with the Chief's approval, such individuals may work as provided in Sections A., B., and C.

H. In a twenty-eight (28) day work period, up to a maximum of eight (8) hours beyond the regular work scheduled may be utilized for training time to be paid at straight time.

I. State or county mandated training programs, police academy training programs or other established recognized training programs up to a maximum of forty (40) hours per year beyond the regular scheduled work year to be paid at straight time. The aforementioned forty (40) hours per year are non-accumulative from year to year.

J. Minimum training time for the aforementioned forty (40) hours outside of the regular scheduled work day to be two (2) hours with one week's notice, if practicable.

ARTICLE VII

SHIFTS

A. All members of the Association shall be assigned to a specific work section herein designated as 1, 2, and 3. Sections will have assigned work shifts as set forth herein.

1. 0730 hours to 1600 hours
2. 1530 hours to 2400 hours
3. 2330 hours to 0800 hours

B. The Township recognizes that certain individuals may have a specific request as to hours of work. All requests from employees involving the changing of one's working hours will be considered by the Chief of Police. All those wishing to change their respective shift shall request said shift change between November 1 and November 30 preceding January 1 on which the change will become effective. This yearly window is the only time a member may request a change of shift except in an emergency situation when a mutually agreed upon switch may be approved by the Chief. Switches shall comply with the seniority protocol.

ARTICLE VIII

OVERTIME

A. The Township agrees that compensation for overtime consisting of time and one-half shall be paid to all employees covered by this Agreement, and as outlined in Article VI.

B. No employee shall work in excess of forty (40) hours in a work week unless said overtime is authorized by his Department Head or designee.

C. Where possible, a two (2) hour notification period should be given to a member of the Association prior to working an overtime shift except in case of emergency.

D. In the event that an employee is called to duty on his normal off-duty hours, he shall be paid overtime at the rate of time and one-half (1-1/2) for a minimum of four (4) hours, arraignment time included, provided such call to duty is not contiguous to the employee's work day. In the event any employee is required to remain beyond or during his call out, he shall be paid at two times his hourly rate of pay. If the call to duty is contiguous to the employee's work day, the employee shall be paid only for actual time worked at the rate of time and one-half (1-1/2).

E. Availability of overtime work shall be posted on a rotating basis by the Department Head or his designee so as to eliminate any possible favoritism to any particular employee.

F. A maximum of four (4) hours shall be paid for civil court appearance of an officer at the rate of time and one-half if duty related.

G. In the event that an employee becomes entitled to overtime pay, pursuant to this Article, said employee may at his option, forego the overtime pay and accept in lieu of the overtime payment compensatory time at the rate of time and one-half for every hour worked.

ARTICLE IX

LIAISON

At either the request of the Township Administration, or the Policemen's Benevolent Association Local #237, liaison meetings may be called for the good of the Department. The purpose of the above-mentioned meetings shall be to better promote harmonious employer-employee relations between all members of the Department and the Township Administration. All members of the Policemen's Benevolent Association agree to attend said meetings with no cost of overtime or call-in time to the Township.

ARTICLE X

BULLETIN BOARD

The Township shall provide a bulletin board in a conspicuous location in the police headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially-designated Association representatives. The Association shall not post any materials containing any profane or obscene matter or be defamatory of any individual.

ARTICLE XI

SALARY

A. Salaries for employees covered under this Agreement shall be in accordance with Schedule A. Sergeants salary shall be twelve (12%) percent above the salary of the top step police officer.

B. Officers assigned as detectives shall receive, in

addition to the aforementioned salary, \$600.00 added annually to base salary, and shall be prorated based upon the service of the employee during the year.

C. Classification shall be established by anniversary date of officer's employment with the Township. Annual increases in salary shall take effect as of officers anniversary date in particular classification.

D. In accordance with N.J.S.A. 40A:13-137, the Township agrees to enact an ordinance that may provide for granting leaves of absence with pay not exceeding one (1) year to members and officers of its Police Department and force who shall be injured, ill or disabled from any cause providing that the examining physician appointed by said governing body shall certify such injury. Any member of the Department who shall utilize disability leave under Workers' Compensation shall forward any money received by the insurance carrier directly to the Township Clerk as the patrolman shall be receiving his regular salary.

E. In the event any member of the Association gets injured while on duty, said injury is of the extent that the employee is forced to use all Workers' Compensation and Disability benefits due him and runs out of same, the Mayor agrees to allow the individual to appear before him and ask the Mayor to grant for a maximum of one (1) year 75% of his annual salary, based upon his individual circumstances. The Mayor reserves the right to either grant or deny the individual request.

ARTICLE XII

LONGEVITY

A. Each employee shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuing employment in the Police Department in accordance with the following:

1. Upon completion of five (5) years of service, \$700.00 to be added to base salary;
2. Upon completion of ten (10) years of service, an additional \$700.00 to be added to base salary;
3. Upon completion of fifteen (15) years of service, an additional \$700.00 to be added to base salary;
4. Upon completion of twenty (20) years of service, an additional \$700.00 to be added to base salary;
5. Upon completion of twenty-five (25) years of service, an additional \$700.00 to be added to base salary;
6. Effective January 1, 1998, the aforementioned longevity increments shall be increased by one hundred dollars (\$100.00) each.
7. Said increments shall be added to base pay and paid accordingly.

B. Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

ARTICLE XIII

CLOTHING

A. Clothing allowance in the amount of Five Hundred Fifty Dollars (\$550.00) for each year of this Agreement shall be paid to every member of this unit for the replacement and repair of uniforms. Said payment shall be through the established voucher system and paid in the form of a check.

B. The Township shall pay to every permanent member the sum of Four Hundred Fifty Dollars (\$450.00) per year for the maintenance of uniforms. All uniform maintenance payments shall be made through the established voucher system and paid by check.

C. Officers assigned to the Detective Division shall receive in addition to the above, One Hundred Dollars (\$100.00) for the purchase of clothing.

D. All employees covered by this Agreement shall be entitled to an annual allowance for the maintenance of firearms and all necessary ballistics material and/or physical fitness equipment in the amount of One Hundred Dollars (\$100.00) to be paid by the established voucher system in the form of a check.

E. All above payments to be made by the Township by July 1 or within thirty (30) days of the passing of the budget, whichever is earlier and shall be prorated based upon the service of the employee during the year.

ARTICLE XIV

EDUCATION

A. The Township agrees to compensate employees for tuition and books for police related courses or police science approved curriculum. Prior to enrollment, the permission of the Township Administration must be obtained after the recommendation of the Chief of Police.

B. Officers shall receive an additional \$600.00 per year for attainment of the Associate's Degree or upon completion (or successful completion) of sixty-four (64) college credits.

C. Officers shall receive an additional \$850.00 for attainment of a Bachelor's Degree or equivalent credits (128).

D. Officers shall receive an additional \$1000.00 for the attainment of a Master's Degree.

ARTICLE XV

LEGAL AID

The Township will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This provision shall be in conformance with Court decisions expanding or limiting the scope of such representation and consistent with State Statutes now in effect or hereinafter adopted. In no event shall the Township be responsible for providing legal aid to any personnel, if such personnel is found to have acted in violation of his duties, responsibilities, contract or ordinances in any disciplinary proceeding or found guilty of criminal action in a Court of competent jurisdiction.

ARTICLE XVI

INSURANCE

A. The Township shall provide personal injury liability insurance and false arrest insurance with coverage for all employees within the course of employment.

B. The Township shall provide to all employees covered by this Agreement and their families the New Jersey Health Benefits Plan, Blue Cross/Blue Shield 365 Days' Plan, including Rider "J" and Major Medical benefits. The premiums shall be paid by the Township.

C. The Township shall maintain in full force and effect Workers' Compensation insurance for all members or employees of the Police Department.

D. The Township shall provide automobile liability insurance for all vehicles of the Police Department and shall keep same in effect at all times.

E. The Township will provide to all members of the Association a prescription plan which will be with a co-payment of \$2.00 for generic drugs and \$5.00 for name brands. Effective September 15, 1997, the aforementioned \$5.00 for name brands will be increased to \$10.00. The premium for the plan will be paid by the Township of Berkeley.

F. The Township shall provide for each member at Township expense a complete full family coverage including orthodontics of dental health insurance.

G. The Township agrees to provide, upon retirement, full medical benefits to employees who retire under provisions set forth by N.J. Police and Fire Pension Statutes. Said benefits shall be at least equal to those enjoyed by the employees and the cost of benefit shall be borne by the Township. It is further understood that regular retirement is 25 years and that the benefit shall be extended to disability retirement approved by the pension system.

H. If a premium benefits dental plan should be secured by the Township, any additional cost beyond the basic plan now in effect shall be borne by the employee, should he/she elect to participate in this higher coverage plan.

I. The Township agrees to provide, upon retirement, prescription coverage to employees who retire under provisions set forth by the N.J. Police and Fire Pension Statutes. Said benefits shall be at least equal to those enjoyed by the employees and the cost of the benefit shall be borne by the Township. It is further understood that regular retirement is 25 years and that benefit shall be extended to disability retirement approved by the pension system.

J. When medically required, officers will be provided with HIV and/or Lymes tests.

K. The Township reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided. At least forty-five (45) days notification will be provided to the Association. In the event

the Association does not agree that the new plan(s) provide(s) substantially equivalent benefits, the Association may submit the matter to expedited arbitration prior to the expiration of the forty-five (45) days notification by the Township, for determination by an arbitrator prior to implementation of the new plan(s).

ARTICLE XVII

VACATIONS

A. Each member of the Association who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as a vacation with pay at his regular rate of pay:

<u>Length of Employment:</u>	<u>Vacation Time:</u>
During the first year	1 day per month
Beginning the second year to four (4) complete years service	12 days per year
Beginning the fifth year to nine (9) complete years service	18 days per year
Beginning ten (10) years service	20 days per year
Beginning fifteen (15) years service	28 days per year
Beginning twenty-five (25) years	30 days per year

B. Eligibility for vacation shall be computed as of the first day of the month in which the individual member of the Association was hired. Vacation time shall not be accumulative from year to year, however, the Township Administration recognizes a need might arise for an individual to carry over a

given amount of vacation time from one year to the next. We shall grant any individual member an opportunity to appear before the Township Administration with a special request for the carry-over of a maximum of one (1) year vacation under specific individual circumstances. The Township Administration reserves the right to either approve or deny the request, based solely on the Administration's discretion.

C. Employee seniority shall prevail for choice of vacation time as long as employee applies for same by March 31 of each year. Vacation selection for the first three (3) months of the year must be applied for at least thirty (30) days prior to date requested for seniority rule to apply. All other requests are on a first come first serve basis.

D. All groups of employees, i.e., dispatchers, police sergeants or police officers shall be separate and distinct entities and not considered as "one group" for scheduling of leave time of any sort. It is further understood that the Chief shall develop a policy setting a minimum number of employees per work group and per work shift to be granted this leave.

ARTICLE XVIII

HOLIDAYS - EMERGENCY LEAVE

A. The following shall be recognized as holidays:

Half-day - New Year's Eve*	Labor Day
New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
Washington's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday following
Memorial Day	Thanksgiving
July 4th (Independence Day)	Half-day Christmas Eve*
	Christmas Day

B. All holidays shall apply to the Police Department on the "observed" day with the exception of: half day on Christmas Eve, half day on New Year's Eve, Christmas Day, New Year's Day and July 4, which shall be the "actual" day. These exceptions shall apply to those with rotating days off, all others shall comply with the Township published listing of observed holidays. An officer may request the substitution of Easter Sunday for Good Friday as a recognized holiday.

C. The above-mentioned holidays shall be paid or the employee shall be compensated by a lump sum on the first payday of November.

D. Employees shall be entitled to emergency-leave of up to three (3) days per year upon receipt of prior approval by Department Head.

E. In the event any member is scheduled to work on any of the above-listed holidays, he shall be paid at the rate of one

*Effective 1997, the two (2) half-day holidays (New Years Eve and Christmas Eve) will be combined to make a one (1) day holiday - Christmas Eve Day and the one half-day holiday for New Years Eve will be eliminated.

and one-half (1-1/2) for the hours worked. An officer may elect to have the option of a comp day in lieu of being paid four (4) hours in his bi-weekly pay check. For the purpose of this Article the term vacation shall be deemed to mean a day worked.

F. In the event any member scheduled to be off and who is called to duty on any of the above holidays, he shall be paid at the rate of two times his hourly rate.

G. Personal Leave

1. In accordance with present practice and upon seventy-two (72) hours advanced written notice, each member shall be entitled to four (4) personal leave days per year for business which normally could not be handled during his scheduled work-shift.

2. New employees during the first year of service will earn one (1) personal leave day for each three (3) months of service.

3. Personal leave shall not be cumulative.

ARTICLE XIX

BEREAVEMENT LEAVE

A. Each employee may be granted six (6) days leave with pay upon death of a member of his immediate family. The first three (3) of said six (6) shall be granted. The remaining three (3) days of the six (6) may be granted at the discretion of the Township Administration. Said days shall not be charged against sick leave or vacation time. The aforementioned days shall be consecutive work days, one (1) of which shall be the day of death or the day of the funeral. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law,

father-in-law and grandparents of both officer and his spouse.

B. Employees shall be granted one (1) day off with pay in event of the death of an aunt, uncle or cousin of either officer or spouse.

ARTICLE XX

TERMINATION BENEFIT

A. Upon retirement, the Township agrees to purchase back all accumulated unused sick days. Payment for said sick days shall be in the form of one (1) payment at the time of retirement. All accrued vacation, holidays, or sick leave owed to any employee at the time of his death, while in the employment of the Township, shall be paid to his beneficiary or estate. Payment shall be computed at the rate of pay the officer earns at the time of his retirement or death.

OPTION: The employee may elect to have his/her benefit paid out over, up to, a four (4) year period. Employee not to receive more than one (1) check per year.

OPTION: The employee may elect to take all or any part of any accrued sick time owed to them as a terminal leave with pay. This would be strictly at the discretion of the employee.

B. If any officer is affected by a reduction in force (layoffs), he shall have at his option either accepting full payment for all earned and accumulated benefits covered under this Agreement or having these benefits accrue until recalled by the Township.

C. If any individual covered by this Agreement decides to voluntarily leave his or her employment with Berkeley Township,

the Township Administration agrees to purchase back unused and accumulated sick days, based upon the following schedule:

1. If an individual used 10% or less of his accumulated sick days, the Township of Berkeley will purchase back the balance of all unused days;

2. If an individual used between 10.1% and 20% of his total earned sick days, the Township Administration agrees to purchase back 75% of the remaining unused days;

3. If an individual used between 20.1% and 30% of his total earned sick days, the Township Administration agrees to purchase back 50% of the remaining unused days.

4. If an individual used between 30.1% and 40% of his total earned sick days, the Township Administration agrees to purchase back 25% of the remaining unused days.

5. If an individual used between 40.1% and 50% of his total earned sick days, the Township Administration agrees to purchase back 10% of the remaining unused days.

6. If an individual has used over 50.1%, the Township Administration will not purchase back any unused sick days.

D. For the purpose of this Article, sick leave may be earned by an employee on the following basis.

1. During his or her first year of employment, the individual employee earns one (1) day per month of his employment;

2. From the second year on, the individual earns 1.25 days per month of his employment.

E. This Article does not apply to any individual who leaves the employ of Berkeley Township because of disciplinary

procedure filed against him. Discipline shall be defined as published in R.S. Title II (Civil Service).

F. Accumulation of Unused Sick Days

1. Employees covered under this Agreement as of the date of signing of this Agreement may accumulate unused sick days in accordance with the Schedule noted below based upon the number of days accumulated as of the signing of this Agreement:

- a. Under 100 days - maximum accumulation of 150 days
- b. 101 days to 200 days - maximum accumulation of 200 days
- c. 201 days to 300 days - maximum accumulation of 300 days

2. New employees hired on or after the date of signing of this Agreement may accumulate a maximum of 100 unused sick days.

G. Payment for Unused Sick Days

1. Commencing January 1, 1995 unused sick days from the previous year may be redeemed for a cash payment on the basis of 75% of the then current rate of pay. Said payment shall be computed and paid to the employee on or before July 1 of the year following the accrual provided the Township determines that funds are available for such payment. In the event payment is not made, the employee shall accrue the unused sick days to be added to previous accumulation which may exceed the maximum accumulation noted above and shall be treated as set forth above.

2. Payment will be only for those unused sick days of the previous year in excess of the accumulations noted respectively in Sections F.1.(a), (b) and (c) and 2.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. A grievance shall be a complaint arising out of interpretation, application, or violations of policies, agreements and administrative decisions affecting the officer.

B. No grievance can be instituted by any employee after thirty (30) days of the alleged incident's occurrence.

C. If, at any step in the grievance procedure, management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed, and there shall be no further appeal or review.

D. Grievance Steps:

Step I: The President of the Association or his duly-authorized and designated representative shall present in writing the grievance or grievances to the captain or his duly-designated representative. The captain shall answer the grievance in writing within three (3) working days.

Step II: If the grievance is not resolved at Step I, or if no answer has been received by the Association within the time set forth in Step I, the Association shall present the grievance in writing to the Chief of Police within three (3) working days of receipt of the Step I answer. This presentation shall set forth the position of the Association, and at the request of either party, discussion may ensue. The Chief of Police shall answer the grievance in writing within five (5) working days after receipt of the grievance, setting forth the position of the employer.

Step III: If the grievance is not resolved at Step II, or no answer has been received by the Association within the time set forth in Step II, the grievance may be presented in writing within three (3) working days after receipt of the Step II decision to the Mayor. The final decision of the Mayor shall be given to the Association in writing within twenty-one (21) days after receipt of the grievance by the Mayor.

Step IV: If the grievance has not been settled by the parties at Step III of the grievance procedure or if no answer in writing by the Mayor has been received by the Association within the time provided in Step III, the Association may demand arbitration of the grievance within thirty (30) days as set forth in Article XXII, entitled Arbitration, hereinafter set forth.

E. Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

F. Advanced Step Filing: In the event a grievance affects more than one patrolman, or any class of employees or members, then the grievance shall commence directly at level three by the Association.

G. Jurisdiction Clause: In the attempt to expedite all grievances filed by either the Association or any individual member or class of members or all three, each grievance shall be filed at the level of competent jurisdiction in which the relief sought may be awarded.

ARTICLE XXII

ARBITRATION

A. If a grievance is not settled under Article XXI, such grievance shall, at the request of the Association or the Township, be referred to the Public Employment Relations Commission for the selection of an arbitrator in accordance with their rules.

B. All submissions to Arbitration must be made within thirty (30) days.

C. Arbitration Proceedings:

1. The arbitrator shall conduct a hearing and render a decision in writing with findings of fact and conclusions.

2. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.

3. The arbitrator shall confine the decision solely to the interpretation and application of the Agreement and shall confine the decision to the issue submitted for Arbitration.

4. The decision of the arbitrator shall be final and binding on the parties subject to applicable law.

5. The fees and expenses of the arbitrator and recordings of the proceedings shall be divided equally by the parties.

6. Any other costs of the Arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

ARTICLE XXIII

EMPLOYEE RIGHTS

A. It is agreed by the parties that a minimum of three (3) days notice be given to all officers prior to the effective date of a general order.

B. Any employee shall have the right to have an Association representative accompany him on all disciplinary procedures filed against him by the Department or the Township.

C. If an employee has on file a disciplinary action against him and if said employee has no other disciplinary actions filed against him for a period of two (2) years from date of incident, the Township Administration agrees to remove from the employee's personnel file the original disciplinary findings against said employee. Any and all documents pertaining to the department of any member will be contained in said members personnel file. There will be one and only one such personnel file per member and said file shall be maintained by and kept in the office of the Chief of Police. The member will receive a copy of any such documents.

D. Both parties agree that special police officers shall not be utilized for replacement of regular officer's duties.

E. The Township Administration agrees that temporary promotional appointments shall not exceed a period of sixty (60) days.

F. All disciplinary proceedings filed against any employee by the Department or the Township shall only be for just cause

and in accordance with R.S. Title II (Civil Service). Any disciplinary action asserted by the Chief of Police or his designee shall be subject to the grievance procedure contained herein.

G. The Township shall provide transportation to schools and other departmental functions which officers are sent on. If no vehicle is available, a mileage amount or gas will be provided.

H. The Township agrees to supply lockers for its employee's to use to secure Township equipment issued to employees.

I. The Township agrees to deduct from the salaries of its employees dues for the Association. Such deduction shall be made in compliance with Chapter 310 of the Public Laws of N.J. 1967 - N.J.S.A. (52-14-159e) as amended. Said monies, together with records of any corrections, shall be transmitted to the Association Treasurer. It is hereby agreed that the dues deductions for any employee in the Association shall be limited to the Association, the duly certified majority representative.

J. In accordance with the provisions of Chapter 477, P.L. 1979, N.J., the Township and Association agree to abide by the provisions of the Agency Shop fee of 85% of the unified dues for non-members of the Association. The Association agrees to comply with all aspects of Chapter 477 of Public Laws of 1979 including the establishment of a demand and return system as well as to render the Township of Berkeley save harmless on all matters

arising under its compliance with Ch. 477. PL 1979.

K. When a police officer or sergeant is assigned to the communications desk to perform the functions of a dispatcher they shall be entitled to two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon, and a half (1/2) hour lunch break. Breaks and lunch period may be taken as a combined hour break if the member so desires.

ARTICLE XXIV

MANAGEMENT RIGHTS

A. Berkeley Township retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the Laws and Constitutions of the State of New Jersey and of the United States of America.

B. Except as specifically abridged, limited or modified by the terms of the Agreement between Berkeley Township and the Association and then only to the extent such modification is lawful, the Township of Berkeley retains all rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and activities of employees.

ARTICLE XXV

SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any articles or sections of this Agreement, all other articles or sections shall not be so-invalidated and shall remain in full force and effect.

ARTICLE XXVI

EMPLOYEE SENIORITY

A. Seniority is to be determined by date of permanent appointment, as per Department of Personnel classification. In the event two (2) individuals having the same date of permanent employment per Department of Personnel, the individual position on the hiring-list shall be the determining factor. In the event of a tie on the hiring-list seniority shall be based on the class average attained by the individual in his police academy class.

B. Seniority will be considered as it pertains to vacations, regular days off and reassignments. The Association recognizes the operational effectiveness of the department shall not be impaired.

ARTICLE XXVII

DISCIPLINE

A. All discipline of patrolmen and sergeants shall be subject to the following procedure. Progressive discipline shall be defined as follows:

1. Warning
2. Written Reprimand
3. Docking
4. Increment Withholding
5. Discharge

However, nothing in this Agreement shall prohibit the Township from imposing discipline without following progressive discipline in the event the circumstances so warrant.

B. Any action by the Township Administration or Chief of Police or any designee shall be subject to the grievance procedure herein.

ARTICLE XXVIII

OUTSIDE EMPLOYMENT

A. The Township agrees that all police officers shall be permitted to render police related services regarding outside employment activities within the Township's boundaries, and on public and quasi-public lands. These police officers shall be permitted to wear Township police uniforms and to utilize all Township issued police equipment, including weapons, radios, vehicles and other equipment, subject to availability and with the Chief's approval, in the performance of these activities.

B. If it is determined that compensation for the performance of said outside employment responsibilities must be provided through the Township Police Department as the result of court decisions or the implementation of existing statutes governing the employment of private detectives, this contract provision will be subject to a contract reopener for the purpose of modifying this Article to comport with said decision or statute.

C. It is understood that the Township will not be liable to make the difference, above compensation paid by an "outside employer" to bring an officer's pay to 100%.

ARTICLE XXIX

PERSONNEL FILES

A. A separate personal history/disciplinary file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained by the Chief of Police. Each employee of the Police Department has the right, by appointment to review his personnel file. All requests for appointment for review shall be submitted in writing to the Chief of Police or his designated representative and will be honored within three (3) days of the receipt of the individual's request. All materials contained in the individual's personnel folder will be open to examination except such material which by Legislation is considered to be of a confidential nature and not to be released by the Township.

B. Whenever a written complaint concerning an officer or his actions is to be placed in his personal file, a copy must be

given to him and initialled by the officer. He shall be given the opportunity to rebut it if he so desires and such rebuttal, if any, will be made and attached to the complaint and placed in his file within thirty (30) days.

ARTICLE XXX

DEPARTMENTAL INVESTIGATIONS

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the Chief of Police. Usually it will be at the Police Headquarters or the location where the incident allegedly occurred.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal

necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the force shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

6. At any stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with his Association representative, nor more than two (2) hours consultation with his attorney.

7. In cases other than departmental investigations, if a member of the force is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

B. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations for the Department.

ARTICLE XXXI

DURATION

A. This Agreement shall become effective as of January 1, 1996 and shall continue in full force and effect through December 31, 1998. All economic changes provided for in this Agreement shall apply retroactively to those employees in the employ of the Township on the date of signing of this Agreement and to those employees who have retired during the negotiations leading to this Agreement.

B. In the absence of written notice given at least thirty (30) days prior to the expiration date of this Agreement, by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter until such time as thirty (30) days notice is given prior to the annual expiration date. It is understood that if the Association seeks a successor agreement that this Agreement shall remain in full force until said agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this 28th day of Oct 1997.

ATTEST:

TOWNSHIP OF BERKELEY

Beatrice M. Folan, R.N.C.M.C.
TWP. CLERK

See Below
BILL ZIMMERMANN JR., MAYOR

SIGNED IN THE PRESENCE OF:

[Signature] 10-28-97
PRESIDENT, P.B.A. LOCAL #237

Rosalie D. DiPietro
Witness

Bill Zimmermann Jr.

Marie E. Venediktov
Witness

SCHEDULE A

SALARIES

A. Employees hired on or before 03/31/94:

	<u>12/31/95</u>	<u>01/01/96</u>	<u>01/01/97</u>	<u>01/01/98</u>
1ST YR POLICE OFFICER	\$28,265	\$29,396	\$30,572	\$31,795
2ND YR POLICE OFFICER	\$37,483	\$38,982	\$40,542	\$42,164
3RD YR POLICE OFFICER	\$39,867	\$41,462	\$43,120	\$44,845
4TH YR POLICE OFFICER	\$43,439	\$45,177	\$46,984	\$48,863
5TH YR POLICE OFFICER	\$51,778	\$53,849	\$56,003	\$58,243
POLICE SERGEANT	\$57,993	\$60,313	\$62,726	\$65,235

B. Employees Hired On Or After 04/01/94:

	<u>12/31/95</u>	<u>01/01/96</u>	<u>01/01/97</u>	<u>01/01/98</u>
1ST YR POLICE OFFICER	\$21,000	\$21,840	\$22,714	\$23,623
2ND YR POLICE OFFICER	\$27,000	\$28,080	\$29,203	\$30,371
3RD YR POLICE OFFICER	\$33,000	\$34,320	\$35,693	\$37,121
4TH YR POLICE OFFICER	\$39,000	\$40,560	\$42,182	\$43,869
5TH YR POLICE OFFICER	\$45,000	\$46,800	\$48,672	\$50,619
6TH YR POLICE OFFICER	\$51,778	\$53,849	\$56,003	\$58,243

