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RUTGERS UNIVERSITY

AGREEMENT

Berkeley Heights Township of
BETWEEN
THE TOWNSHIP OF BERKELEY HEIGHTS

AND

THE NEW JERSEY STATE

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 144

X JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	TABLE OF CONTENTS	1
I	PREAMBLE	3
II	EMBODIMENT OF AGREEMENT	5
III	SEVERABILITY	6
IV	NON-DISCRIMINATION, NON-COERCION	7
V	RETENTION OF BENEFITS	8
VI	MANAGEMENT RIGHTS	9
VII	RECOGNITION CLAUSE	11
VIII	PBA RIGHTS AND PRIVILEGES	12
IX	PBA-TOWNSHIP LIAISON COMMITTEE	14
X	COMPENSATION AND OTHER BENEFITS	16
XI	NO STRIKE PLEDGE	17
XII	LEGAL REPRESENTATION	18
XIII	GRIEVANCE PROCEDURE	19
XIV	SUSPENSION FROM DUTY	22
XV	OBEDIENCE OF ORDERS	24
XVI	PERSONNEL FILES	26
XVII	SENIORITY	28
XVIII	LONGEVITY	29
XIX	HOURS OF WORK	30
XX	OVERTIME; COMPENSATION AND DISTRIBUTION	32
XXI	HOLIDAYS	35
XXII	VACATIONS	36
XXIII	SICK LEAVE	39

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
XXIV	BEREAVEMENT LEAVE	43
XXV	OTHER LEAVE	44
XXVI	INSURANCE	46
XXVII	IN-SERVICE POLICE TRAINING	48
XXVIII	EDUCATIONAL TUITION REIMBURSEMENT	50
XXIX	UNIFORMS	51
XXX	DEFERRED COMPENSATION PLAN	52
XXXI	TERMINATION OF SERVICE	53
XXXII	MISCELLANEOUS	54
XXXIII	TERMS AND RENEWAL	55
	WITNESS PAGE	56
	<u>ATTACHMENTS</u>	
	SCHEDULE A	57
	WITNESS PAGE	61

ARTICLE I

PREAMBLE

A. This agreement, effective as of the first day of January, 1989, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" or the "Employer", and the New Jersey State Policemen's Benevolent Association, Local 144, hereinafter referred to as the "PBA", is designed to maintain and promote a harmonious relationship between the Township and such 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. When used in this agreement, the terms "work day", "tour of duty" or "shift" are interchangeable.

E. Nothing contained in this agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This agreement shall be construed

as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable laws and regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

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.

The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE II
EMBODIMENT OF AGREEMENT

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement except as provided in subparagraph (B).

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

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

D. Nothing in the procedures set forth in this article shall be deemed to abrogate, modify, or otherwise change any other part of this agreement without the mutual consent of the parties hereto in writing.

E. This agreement is subject to the provisions of any state law and regulation which shall prevail, however, only if they are inconsistent with this agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE III

SEVERABILITY

A. If any of the provisions of this agreement shall be held to be invalid or unenforceable by a court or administrative agency of competent and final jurisdiction, the remainder of the provisions of this agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as indicated above, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses so as to cure such 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 or national origin.

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

A. It is the intention of the parties that all conditions of employment and other benefits which are presently in existence between the parties to this contract but which are not specifically mentioned in this contract shall be continued at the same level as presently in existence until the execution of a new contractual agreement between the parties.

B. Provisions of resolutions and municipal ordinances concerning terms and conditions of employment to the extent they are applicable only to employees covered by this agreement shall remain in full force and effect, except as modified herein, until the execution of a new contractual agreement between the parties and shall be incorporated into this agreement as if set forth herein at length.

ARTICLE VI
MANAGEMENT RIGHTS

A. Except to the extent expressly modified by specific provision of this agreement, the Township reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department of the Township of Berkeley Heights, New Jersey, as such rights existed prior to the execution of this or any other previous agreement with the PBA. The sole and exclusive rights of the Township, which are not abridged by this agreement, shall include but are not limited to its right to:

1. Determine the existence or non-existence of facts which are the basis of the Township Police Department decision;

2. Establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of the Township;

3. Change or abolish policies, practices or procedures for the conduct of the Police Department and its services to the citizens of the Township;

4. Determine and redetermine the number, types, locations and relocations of its police officers;

5. Determine the number of hours per day or week any operation of the Police Department may be carried on;

6. Select and determine the number and types of police

officers required;

7. Assign work to police officers in accordance with the requirements determined by the Police Department;

8. Establish training programs and up-grading requirements for police officers;

9. Establish and change work schedules and assignments;

10. Transfer, promote or demote police officers for just cause, or to lay off, terminate or otherwise furlough or relieve police officers from duty for lack of work or other legitimate reasons;

11. Determine the facts of lack of work;

12. Continue, alter, make and enforce reasonable rules for the maintenance of discipline;

13. Suspend, discharge or otherwise discipline police officers for just cause; and

14. Take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Police Department.

B. The Township does not have the right to prevent a police officer from presenting his grievance for an alleged violation of any article or specific term of this agreement.

C. Should the Township determine it necessary to lay off police officers, such lay offs shall be conducted in reverse order of seniority with all sergeants being considered senior to all patrolmen.

ARTICLE VII
RECOGNITION CLAUSE

A. The Township hereby recognizes the PBA as the exclusive and sole representative for all the patrolmen and sergeants of the Police Department.

ARTICLE VIII

PBA RIGHTS AND PRIVILEGES

A. The Township shall grant time off without loss of pay to the PBA State Delegate, or his designee, to attend the annual New Jersey State PBA convention. If a regularly scheduled tour of duty is on a day of the convention, the attending police officer shall be excused from that day's tour of duty without loss of pay. The Township shall pay the PBA State Delegate, or his designee, attending the annual New Jersey State PBA convention a LODGING ALLOWANCE. The past practice of the Police Department granting time off without loss of pay and paying a LODGING ALLOWANCE to three (3) alternates to attend the annual New Jersey State PBA convention is not necessarily abrogated by this contract and may be continued provided budgetary constraints allow as determined by the Chief of Police.

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

C. The Township shall grant time off without loss of pay, up to ninety (90) minutes per month and subject to

requirements of his service, to the PBA Treasurer to perform work pertaining to his office.

D. The Township shall grant time off without loss of pay to any PBA member on duty to attend the monthly PBA local meeting. However, a minimum patrol, as determined by the Chief of Police, must be maintained at all times. The attending police officer on duty must leave the PBA local meeting and respond to a call if required.

E. The Township shall provide the Detective Bureau conference room, if available, for the PBA to conduct the monthly local meeting.

F. The Township shall provide suitable filing cabinet space within the Police Department facility for the PBA to keep and store its records.

G. The Township shall permit the PBA to solicit contributions from the public, in accordance with any then current statutes, and subject to the Union County Prosecutor's guidelines from time to time in effect. Mail received by the PBA during a solicitation shall not be delivered to the Municipal Building.

H. At any time during the course of collective bargaining, the PBA Negotiations Committee may have reasonable access to the governing body of the Township and may request a special meeting of the Township Committee.

ARTICLE IX

PBA-TOWNSHIP LIAISON COMMITTEE

A. The PBA and the Township shall establish a committee, including the President of the PBA and the Mayor of the Township. The President of the PBA may select two (2) members of the PBA and the Mayor of the Township may select two (2) township officials or members of the Township Committee. The PBA-Township Liaison Committee shall meet at least once annually, and at such other times as scheduled by the Mayor and the President of the PBA jointly. The meetings shall be informal and are not intended to bypass the grievance procedure or to be considered contract negotiation meetings. The purposes of these meetings are:

1. To maintain a line of communication between the parties and foster good employment relations;
2. To discuss questions arising over the interpretation and application of this agreement;
3. Disseminate general information of interest to the parties;
4. Give the members of the PBA Liaison Committee the opportunity to express the views of the PBA on subjects of interest to the employees and make suggestions that may improve working conditions, safeguard health, prevent hazards to property or strengthen morale.
5. To provide a method of notifying the PBA of changes in a non-bargainable condition of employment contemplated by

the Township which may effect the employees;

6. To promote education and training;

7. To eliminate waste and conserve materials and supplies.

ARTICLE X

COMPENSATION AND OTHER BENEFITS

A. The salary schedule and certain other benefits for the employees covered by this agreement shall be set forth in Schedule A which is attached hereto and made part hereof.

B. The provisions of this agreement requiring the payment of any sum of money, are subject to approval by the Township Committee by ordinance. This agreement is further subject to appropriations being available for any of the purposes mentioned, and if not available, the Township agrees to exert its bonafide and lawful efforts to obtain such appropriations.

ARTICLE XI
NO STRIKE PLEDGE

A. The PBA covenants and agrees that during the term of this agreement, neither the PBA nor any person acting in its behalf will cause, authorize or support, nor will any of the members of the PBA take part in any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Township.

B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any police officer shall be deemed grounds for termination of employment subject to the application of the grievance procedure.

C. The PBA will actively discourage and will take affirmative steps necessary to prevent or terminate any strike, work stoppage, walkout or other deliberate interference with normal work procedure against the Township.

ARTICLE XII
LEGAL REPRESENTATION

A. Whenever a police officer is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the Township shall provide for the defense of such police officer in such action or proceeding.

B. The police officer shall select the attorney to be appointed by the Township to provide the legal services for his defense. The appointment is subject to an hourly rate not less or greater than the hourly rate currently being paid to the Township Attorney at the time of appointment of such attorney but the police officer may, at his option, pay the difference between such rate and any higher rate charged by the attorney.

C. If the police officer pleads guilty to, or is adjudged to have violated, any law or regulation, or pleads nolo contendere, the police officer shall be obliged to reimburse the Township for any costs or fees advanced.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. The purpose of the Grievance Procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that the Grievance Procedure will be kept as informal as may be appropriate.

B. The procedure for adjusting a grievance shall provide a full opportunity for the presentation of the grievance and for the participation of the PBA.

C. The term "grievance" as used herein, shall mean any controversy arising over the interpretation, application, or violation of any of the provisions of this agreement, and may be raised by an employee, or by the PBA on behalf of and at the request of an employee or group of employees.

D. The PBA Representative shall be one (1) member of the PBA selected by the PBA. The Township shall grant the PBA Representative time off without loss of pay to attend each step of the Grievance Procedure.

E. The Grievance Procedure hereby established, unless changed or waived by mutual consent, in part or in entirety, shall be as follows:

1. STEP 1: The grievance shall be presented in writing to the Chief of Police, or his designee, within ten (10) days from the time the grievance arose. The Chief of Police, or his designee, shall meet with the PBA Representative and the

aggrieved party and attempt to reach a settlement of the dispute. Failure of the Chief of Police, or his designee, to meet with the PBA Representative and the aggrieved party within ten (10) working days of the written filing of the grievance shall be deemed a denial of the grievance.

2. STEP 2: If the grievance is denied at Step 1 or if the response of the Chief of Police or his designee is not satisfactory to the aggrieved party or the PBA, the grievance may be presented in writing to the Township Administrator, or his designee, within ten (10) working days of the denial or other disposition of the grievance at Step 1. The Township Administrator, or his designee, shall meet with the PBA Representative and the aggrieved party and attempt to reach a settlement of the dispute. Failure of the Township Administrator, or his designee, to meet with the PBA Representative and the aggrieved party within ten (10) working days of the written filing shall be deemed a denial of the grievance.

3. STEP 3: If the grievance is denied at Step 2 or if the response of the Township Administrator, or his designee, is unsatisfactory to the aggrieved party or the PBA, the grievance may be presented in writing to the New Jersey Public Employment Relations Commission within ten (10) working days of the denial or other disposition of the grievance at Step 2 for the appointment of an arbitrator.

4. The PBA Representative and the Township Administrator

or the Mayor, or another representative selected by the Township Committee, and the arbitrator shall decide the dispute by majority vote and their decision shall be final and binding. The parties shall be bound by the provisions of this agreement and restricted to the application of the facts presented to them involved in the grievance. The parties shall not have the authority to add, modify, detract from or alter in any way, the provisions of this agreement or any amendment or supplement thereto.

5. The fees and costs of the arbitrator shall be shared equally by the PBA and the Township.

6. The fees and costs incurred by the parties involved shall be borne by that party.

7. In the event the PBA Representative or the aggrieved party requires the attendance of Township employee witnesses at any step of the Grievance Procedure, the Township shall grant such employee time off without loss of pay to attend the proceeding. This provision applies to any person employed by the Township.

F. The position of Probationary Patrolman is excluded from the Grievance Procedure provided in this article.

ARTICLE XIV
SUSPENSION FROM DUTY

A. The Chief of Police shall have the power to suspend from duty any employee against whom charges are brought for violating any applicable law or regulation governing the operation of the Police Department. The Chief of Police shall have the discretion to make such suspension with or without pay. The decision of the Chief of Police shall be in writing with reasons stated.

1. The suspended employee shall have the right to appeal the suspension to the Township Committee. Notice of appeal shall be made in writing to the Township Committee within ten (10) days following the date the suspension is imposed. Pending the hearing and the decision of the appeal by the Township Committee, the suspension shall be stayed. A copy of the notice of appeal shall also be served upon the Chief of Police.

2. Hearing of the appeal shall be conducted by the Township Committee as soon as reasonably possible following receipt of the notice of appeal. The hearing shall be conducted in private unless the suspended employee requests a public hearing. To the extent possible, the hearing shall be conducted in accordance with the "Code of Fair Procedure", N.J.S.A. 52:13E-1 et seq.

3. The Township Committee shall render its decision as soon as reasonably possible following the conclusion of the

hearing. The Township Committee shall have the authority to affirm, reverse or modify the suspension.

B. The Township shall forward to the PBA written copies of disciplinary notices whenever issued to any police officer.

ARTICLE XV
OBEDIENCE TO ORDERS

A. An employee who is given an order which he feels is unjust, or contrary to the RULES AND REGULATIONS must first obey the order to the best of his ability and then appeal the order according to the procedure below.

1. An employee appealing an order shall appeal in writing to his immediate supervisor at the first reasonable opportunity. The appeal shall contain a full disclosure of the relevant facts. The immediate supervisor shall attempt to reach a satisfactory resolution with the employee as soon as reasonably possible. The proposed resolution shall be in writing with reasons.

2. If the resolution is not satisfactory to the employee, he may appeal in writing up the chain of command. Each appeal shall be taken at the first reasonable opportunity and follow the procedure outlined in Subsection (1). The employee may follow this procedure until the Chief of Police renders a decision.

3. If the decision of the Chief of Police is not satisfactory to the employee, he may appeal the decision to the Township Committee. The procedure for this appeal shall follow the outline for an appeal to the Township Committee for a suspension by the Chief of Police as outlined in Article XIV.

B. An employee who receives an order conflicting with

any previous order shall immediately advise the supervisor issuing the second order of the conflict. Responsibility for countermanding the original order then rests with the supervisor issuing the second order. If so directed, the latter order shall be obeyed.

ARTICLE XVI
PERSONNEL FILES

A. One master personnel file shall be maintained on each police officer. The Township Administrator shall be responsible for safekeeping of the personnel file.

B. The contents of a police officer's personnel file 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 Township Administrator.

D. Each police officer shall be evaluated by his supervising sergeant, if any, and all others by the head of his division at least once a year.

1. Following the evaluation, the evaluator shall personally meet and discuss the evaluation with the employee.

E. Upon advanced notice, any off-duty 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 Township Administrator.

F. 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 XVII

SENIORITY

A. Seniority is established first by rank and second by time served in rank whether on a regular, assigned or temporary basis.

1. When two or more police officers are appointed to the same rank on the same day, seniority shall be determined by the respective position of each police officer on the eligibility list which determined the order of his appointment to that rank.

ARTICLE XVIII

LONGEVITY

A. Each police officer shall receive LONGEVITY COMPENSATION for continuous service according to the following schedule:

<u>COMPLETED YEARS</u> <u>OF SERVICE</u>	<u>PERCENTAGE OF</u> <u>BASE SALARY</u>
5	2%
10	4%
15	6%
20	8%

B. Such compensation shall not be considered part of the police officer's base salary, but shall be included for purposes of pension calculation.

ARTICLE XIX
HOURS OF WORK

A. The work day shall consist of eight (8) consecutive hours of duty.

1. Each police officer shall be entitled to suspend his patrol for a fifteen (15) minute coffee break and a thirty (30) minute meal break during his shift. Such suspension is to be approved by the police officer's supervisor.

2. 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.

3. The coffee breaks and meal breaks shall be arranged to cause the least interference with the police officer's regular duties.

4. No more than one police officer shall take a coffee break or meal break at one time.

B. Two police officers of equal rank may switch shifts by making the request in writing to the Chief of Police. The request shall be signed by both police officers and shall be submitted no less than five (5) days before the switch.

C. A police officer may request time off utilizing accumulated overtime, including compensatory time, by making the request in writing to the Chief of Police at least five (5) days before the requested time off. The request

will be granted if shift coverage permits.

ARTICLE XX

OVERTIME; COMPENSATION AND DISTRIBUTION

A. Authorized overtime shall be compensated at a rate of time and one half for all hours worked pursuant to the Fair Labor Standards Act.

B. Compensation shall be in the form of pay or time off. The Township prefers that overtime be compensated in the form of time off except as set forth in Paragraph F of this Article. If the police officer elects to be compensated in the form of pay, payment will be made upon submission of a voucher by the police officer during the year in which the overtime was accrued. If the police officer elects to be compensated in time off, the police officer may carry his accumulated overtime until February 15 of the following calendar year.

1. In the event the police officer elects to be compensated in time off and is unable to utilize the time off by February 15 of the following calendar year, he shall be compensated in the form of pay for the unused amount at the rate earned.

C. If in the event of a shortage in shift coverage, a replacement is secured, such replacement shall be compensated in overtime. A sergeant will be replaced by another sergeant, when possible. A patrolman will be replaced by another patrolman, when possible. The qualified replacement will be secured on a seniority basis. A record will be made on how

the replacement was secured.

1. Anytime a police officer is telephoned regarding a request for overtime duty, an answering machine reply is regarded as a negative response.

D. If a police officer is held fifteen (15) minutes past the conclusion of his shift, he shall be compensated in overtime for a minimum of two (2) hours or for all time worked, whichever is greater.

E. If a police officer is called back to duty after the conclusion of his shift, he shall be compensated in overtime for a minimum of two (2) hours or for all time worked, whichever is greater.

F. If a police officer is placed ON CALL in connection with a criminal subpoena arising out of performance of his duties, he will be compensated in pay and not in compensatory time off, at a rate of one half (1/2) hour pay for every one (1) hour of being ON CALL up to a maximum of eight (8) hours pay under criminal subpoena(s). This compensation will be given only when the police officer is not on duty.

1. Each morning a police officer is placed ON CALL, he will notify the superior officer in charge at Police Headquarters. The superior officer shall record and docket the notification with the subpoena number and court.

2. The Township reserves the right to confirm that the police officer is actually ON CALL.

G. If a police officer reports for duty more than fifteen (15) minutes late, he will be docked one (1) hour pay

or the actual time late, whichever is greater.

1. This provision shall not apply if an unusual natural occurrence is the cause for the police officer being late.

2. This provision shall not apply when an individual police officer has arranged for coverage of his shift consistent with the practice of the department.

ARTICLE XXI

HOLIDAYS

A. Each employee shall receive thirteen (13) paid holidays per year.

B. The HOLIDAY COMPENSATION shall not be considered part of the police officer's base salary, but shall be included for purposes of pension calculation.

ARTICLE XXII

VACATIONS

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

<u>COMPLETED YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
1/2	5
1	10
5	15
10	20
15	23
20	28
30	33

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 selected on a seniority basis within each rank and according to the following restrictions:

1. No vacation days will be allowed during the annual PBA Convention or on the day of the annual fireworks display. This restriction applies to each of the following conditions.

2. On New Year's Eve, Independence Day, Labor Day, Thanksgiving and Christmas Eve, there will be two uniformed employees on patrol duty and a civilian dispatcher.

a. For this subsection, a person employed as a

civilian dispatcher by the Police Department may not take a vacation day if a third uniformed employee must operate the desk station.

b. For this subsection, if there are only two uniformed employees on patrol duty and one calls in sick, an employee on vacation will be required to suspend his vacation and return to work.

3. Two patrolmen may take a vacation day on any given shift. A third patrolman may take a vacation day on any given shift, if shift coverage permits, subject to departmental approval.

4. A sergeant may take a vacation day on any given shift provided that a captain has not taken a vacation day on the same shift.

5. A police officer in the Traffic Bureau may take a vacation day on any given shift.

6. A police officer in the Detective Bureau may take a vacation day on any given shift provided that a more senior police officer in the Detective Bureau has not taken a vacation day on the same shift.

D. 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.

E. A police officer may change his selected vacation day by making a request in writing explaining his reasons for

such request to the Chief of Police. The police officer may then reschedule his vacation day but may not reschedule for a shift already chosen by another police officer, even if such other police officer is junior in seniority.

F. Vacation days shall not be carried over to the following calendar year.

ARTICLE XXIII

SICK LEAVE

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

B. Each police officer is entitled to cumulative SICK LEAVE DAYS WITH PAY upon COMPLETION OF SIX (6) MONTHS EMPLOYMENT by the Township, subject to the following . restrictions.

1. Each police officer shall be credited with three (3) SICK LEAVE DAYS WITH PAY as of January 1 of the current year and an additional one (1) SICK LEAVE DAYS WITH PAY per month thereafter at the end of each month worked throughout the year.

2. New employees will begin accruing SICK LEAVE DAYS WITH PAY upon the COMPLETION OF SIX (6) MONTHS OF EMPLOYMENT by the Township and will be credited one (1) SICK LEAVE DAY WITH PAY per month for the remainder of the calendar year. As of January 1 of the year following employment, the employee will be credited SICK LEAVE DAYS WITH PAY in accordance with the above provision B(1).

3. Employees shall immediately notify the Chief of Police, or his representative, on each occasion of absence due to illness or disability and must remain available for telephone contact with police headquarters. The Chief of

Police, at his option, may require medical verification of the illness or disability.

4. No employee shall receive SICK LEAVE DAYS WITH PAY unless proof of illness or disability has been submitted by the employee to the Chief of Police in a form satisfactory to him.

5. No employee shall receive SICK LEAVE DAYS WITH PAY for any absence in excess of three (3) consecutive working days unless proof of illness or disability in the form of a certificate from an attending physician has been submitted to the Chief of Police, whereupon the Township reserves the right to have the employee examined by the Township Police Physician at any time. At the option of the Chief of Police, such employee shall be required to submit to examination by the Township Police Physician and to be certified by him as fit for duty prior to returning to work.

6. SICK LEAVE DAYS WITH PAY shall not be allowed in any case where the employee shall fail to promptly notify the Chief of Police of his proposed absence, the nature of his illness or disability or where the employee shall have failed to submit satisfactory proof of illness or disability or an attending physician's certificate as herein required. Any use of a SICK LEAVE DAYS WITH PAY for other than a bona fide illness or disability shall be cause for disciplinary action, as well as denial of the SICK LEAVE DAYS WITH PAY.

7. No employee shall receive or expect to receive payment for unused SICK LEAVE DAYS WITH PAY upon retirement

or separation from the Police Department.

C. Each police officer shall be entitled to INCENTIVE PAY for utilizing less than five (5) SICK LEAVE DAYS WITH PAY during a calendar year. The police officer may sell back to the Township SICK LEAVE DAYS WITH PAY based on the following schedule and at the price set forth in Schedule A:

<u>SICK LEAVE DAYS WITH PAY UTILIZED</u>	<u>DAYS SOLD BACK</u>
5	0
4	1
3	2
2	3
1	4
0	5

1. Each SICK LEAVE DAY WITH PAY sold back to the Township shall be deducted from the individual employee's accumulated total.

2. Payment of the INCENTIVE PAY shall be made in a lump sum before June 1 of the following year.

D. If a police officer is stricken by a catastrophic illness or injury and exhausts his accumulated sick leave with pay, vacation days and any accumulated overtime, the Township shall permit other police officer to voluntarily transfer up to five (5) SICK LEAVE DAYS WITH PAY each of their accumulated SICK LEAVE DAYS WITH PAY to the stricken police officer.

1. The maximum extension that a stricken police officer can receive shall be six (6) months.

2. A voluntary transfer under this provision by a police officer to a stricken employee shall have no effect for the computation of eligibility of INCENTIVE PAY for not utilizing any SICK LEAVE DAYS WITH PAY during a calendar year.

E. In the event a police officer incurs an injury or illness in the line of duty, he shall be granted time off without loss of pay until he is deemed fully recovered by the Workers Compensation physician.

1. Time off without loss of pay under this provision shall not be considered SICK LEAVE DAYS WITH PAY.

2. Time off without loss of pay under this provision shall have no effect for the computation of eligibility of INCENTIVE PAY for not utilizing any SICK LEAVE DAYS WITH PAY during a calendar year.

ARTICLE XXIV
BEREAVEMENT LEAVE

A. Each police officer shall be entitled to BEREAVEMENT LEAVE with pay for the death of certain family members according to the following schedule.

1. From the day of death until the day of the burial in the case of the death of his: Grandparent; Parent; Spouse; Child; Sibling; Father-in-law; Mother-in-law; Son-in-law; Daughter-in-law or Grandchild.

2. On the day of the burial in the case of the death of his: Uncle; Aunt; Nephew; Niece; Brother-in-law; Sister-in-law; Cousin of the first degree; Nephew; or Niece.

3. An extension of one day shall be granted when the deceased is buried in a location outside New Jersey and the police officer would be unable to return in time for duty.

ARTICLE XXV

OTHER LEAVE

A. Each police officer retiring with a retirement allowance based on service and age, granted and paid under the provisions of the Police and Firemen's Retirement System of New Jersey (PFRS), shall receive a TERMINAL LEAVE with pay equal to three (3) months annual salary.

B. Upon application to the Chief of Police and upon approval of the Township for GOOD CAUSE SHOWN, a police officer may receive a LEAVE OF ABSENCE without pay for a period not to exceed six (6) months. Said approved LEAVE OF ABSENCE without pay shall not constitute a break in service; provided, however, that employee benefits shall be suspended for the duration of any approved LEAVE OF ABSENCE without pay in excess of thirty (30) consecutive days. The police officer may preserve employee benefits for the duration of the approved LEAVE OF ABSENCE without pay in excess of thirty (30) consecutive days by paying to the Township, in advance, the cost to the Township of said employee benefits for the period of the approved LEAVE OF ABSENCE without pay which will exceed thirty (30) consecutive days but not greater than one hundred and eighty (180) consecutive days.

1. GOOD CAUSE SHOWN shall not include the search for employment.

2. If a police officer is granted a LEAVE OF ABSENCE

without pay, the PBA shall not demand or campaign for
additional manpower.

ARTICLE XXVI

INSURANCE

A. The Township shall provide the following group health insurance coverage for all active and retired police officers and their spouses and eligible dependents:

1. Basic medical coverage at least equal to that which has heretofore been in effect.

2. Major medical with coverage at least equal to that which has heretofore been in effect.

3. Dental with coverage at least equal to that which has heretofore been in effect.

B. If a police officer retires with twenty-five (25) years of service in the Police and Firemen's Retirement System of New Jersey (PFRS), or retires because of a traumatic disability resulting from an injury or illness due to an incident occurring in the line of duty after eight (8) COMPLETED YEARS OF SERVICE, or retires after ten (10) COMPLETED YEARS OF SERVICE with a state approved disability retirement, he shall be entitled to the continuance paid by the Township of the full insurance package as provided for in this agreement until death.

C. The Township shall continue to pay the premium required to provide the full insurance package as provided for in this agreement for the surviving spouse and eligible dependents of any police officer who expires due to an incident occurring in the line of duty.

1. The benefits provided above for the surviving spouse shall cease upon remarriage.

2. Once the surviving spouse is eligible for Medicare, the benefits provided shall be limited to the cost of supplemental coverage.

3. The benefits provided above for the eligible dependents shall cease upon emancipation of such dependent.

D. The Township shall pay fifty (50) percent of the premium required to provide the full insurance package as provided for in this agreement for the surviving spouse and eligible dependents of a retired deceased police officer. After the surviving spouse reaches the age of fifty-five (55), the Township shall pay the full premium.

1. The benefits provided above for the surviving spouse shall cease upon remarriage.

2. Once the surviving spouse is eligible for Medicare, the benefits provided shall be limited to the cost of supplemental coverage.

3. The benefits provided above for the eligible dependents shall cease upon emancipation of such dependent.

E. The Township Administrator's office shall be responsible for disseminating all information regarding insurance.

F. The Township shall meet the requirements of the New Jersey Worker's Compensation Law for each police officer.

ARTICLE XXVII

IN-SERVICE POLICE TRAINING

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

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

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

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

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

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

C. A police officer attending an In-Service Police Training course shall be excused from duty without loss of

pay for that day. Should a police officer attend an In-Service Police Training Course on his day off, he shall be compensated in overtime.

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

D. The Township shall provide a police vehicle and gas to a police officer attending an In-Service Police Training course, provided a police vehicle is available.

1. Should a police officer be required to use his own vehicle to attend an In-Service Police Training Course, the Township shall compensate the police officer at the current rate allowed for transportation expenses.

E. The Township shall pay the costs of any tolls and parking incurred by a police officer attending an In-Service Police Training course.

ARTICLE XXVIII

EDUCATIONAL TUITION REIMBURSEMENT

A. Each police officer shall be eligible for tuition reimbursement subject to the following restrictions.

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

2. College credits must be taken to meet the requirements of a Criminal Justice degree.

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

ARTICLE XXIX

UNIFORMS

A. Each police officer shall maintain his work uniform in a clean and presentable condition at all times. If any part of an police officer's uniform is damaged or destroyed in the line of duty, the Township shall pay for the replacement or repair of the uniform.

1. Should a change occur in the required current work uniform, the Township shall pay for the INITIAL ISSUE for each police officer. The INITIAL ISSUE shall be of sufficient quantity to last a minimum of one year.

2. If any change in uniform or required equipment is requested in writing by the PBA and approved, the cost attributable to such change shall be charged to the CLOTHING ALLOWANCE.

B. The Township shall pay each employee an annual CLOTHING ALLOWANCE for the purchase of work clothing and equipment. Payment shall be made in a lump sum before June 1 upon presentation of a voucher evidencing the purchase of uniforms or required equipment.

C. The Township shall pay each employee an annual MAINTENANCE ALLOWANCE for the cleaning of work clothing. Payment shall be made in a lump sum before June 1.

ARTICLE XXX

DEFERRED COMPENSATION PLAN

A. The Township shall continue to maintain the DEFERRED COMPENSATION PLAN which has heretofore been in effect.

1. All mutual funds utilized in this program shall be NO LOAD MUTUAL FUNDS, unless prior approval is obtained from the PBA.

B. Each police officer may voluntarily participate in the program.

C. Should a police officer be appointed to the DEFERRED COMPENSATION COMMITTEE, the Township shall grant time off without loss of pay, if necessary, to said police officer to fulfill his responsibilities arising from the appointment.

1. The time off without loss of pay shall be limited to one (1) hour per month and subject to the requirements of his service.

ARTICLE XXXI

TERMINATION OF SERVICE

A. A RESIGNATION or RETIREMENT of a police officer must be in writing and bear the signature of the employee resigning or retiring.

1. The resigning or retiring police officer shall provide the Chief of Police not less than fourteen (14) days written notice.

ARTICLE XXXII

MISCELLANEOUS

A. The RULES AND REGULATIONS governing the operation of the Police Department that were adopted by resolution of the Township Committee on February 4, 1974, shall remain in full force and effect.

1. Should a conflict arise between a provision in this agreement and the RULES AND REGULATIONS, the terms of the provision in this agreement shall govern.

B. 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 wish to attend the funeral.

C. In the event of TRUST FUND WORK becoming available, the opening will be filled on a seniority basis. A record will be made on how the opening was filled.

1. Compensation shall be at the overtime rate of the individual officer working.

D. Any provision of this agreement entitling an employee to an ALLOWANCE shall be paid after submission of a voucher by the employee.

1. The Township reserves the right to require a police officer to provide receipts.

ARTICLE XXXIII
TERMS AND RENEWAL

A. This agreement shall be in full force and effect as of January 1, 1989, and shall remain in effect to and including December 31, 1991.

B. The economic terms of this agreement shall apply effective January 1, 1989, for all police officers employed by the Township as of the date of the signing of this agreement.

C. Negotiations for an ensuing contract shall commence not earlier than August 1 nor later than October 10 preceding the expiration of this agreement.

1. If manpower permits, the Township shall grant time off without loss of pay to a police officer on the PBA Negotiations Committee to conduct work related to the contract negotiations.

D. This agreement shall remain in effect until a new agreement is negotiated.

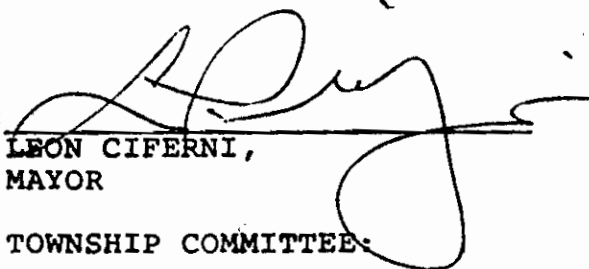
WITNESS PAGE

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this Twentieth day of September, 1989.

THE NEW JERSEY STATE
POLICEMEN'S BENEVOLENT
ASSOCIATION
LOCAL 144

THE TOWNSHIP OF
BERKELEY HEIGHTS

BY: 
PETER DELLOMO,
PRESIDENT

BY: 
LEON CIFERNI,
MAYOR

NEGOTIATIONS COMMITTEE:

TOWNSHIP COMMITTEE:

FRED BAUER
DAVID BOGERT
PETER DELLOMO
WILLIAM JUDGE
WILLIAM KALAS

LEON CIFERNI
JOHN ELWARD
RICHARD OLIVE
DANIEL SEIB
LILLIAN WEISGERBER

ATTORNEY:

ATTORNEY:

THEODORE ROMANKOW

JOHN PHILLIPS

ATTEST:


GERTRUDE GONNELLI
TOWNSHIP CLERK

SCHEDULE A

A. COMPENSATION

1. For the calendar year 1989, there shall be a six and one-half (6 1/2) percent across-the-board increase in the base salary for all police officers according to the following schedule:

<u>RANK</u>	<u>1989 BASE SALARY</u>
PROBATIONARY PATROLMAN	\$ 24287.00
2ND YEAR PATROLMAN	31043.00
3RD YEAR PATROLMAN	31916.00
4TH YEAR PATROLMAN	32789.00
5TH YEAR PATROLMAN	33657.00
6TH YEAR PATROLMAN	34535.00
TRAFFIC OFFICER	35187.00
JUVENILE OFFICER/DETECTIVE	35901.00
SERGEANT	37470.00
TRAFFIC SERGEANT	38346.00
JUVENILE SERGEANT/ DETECTIVE SERGEANT	38837.00

2. For the calendar year 1990, there shall be a six and one-half (6 1/2) percent across-the-board increase in the base salary for all police officers according to the following schedule:

<u>RANK</u>	<u>1990 BASE SALARY</u>
PROBATIONARY PATROLMAN	\$ 25866.00
2ND YEAR PATROLMAN	33060.00

3RD YEAR PATROLMAN	\$ 33990.00
4TH YEAR PATROLMAN	34921.00
5TH YEAR PATROLMAN	35845.00
6TH YEAR PATROLMAN	36780.00
TRAFFIC OFFICER	37474.00
JUVENILE OFFICER/DETECTIVE	38235.00
SERGEANT	39905.00
TRAFFIC SERGEANT	40839.00
JUVENILE SERGEANT/ DETECTIVE SERGEANT	41362.00

3. For the calendar year 1991, there shall be a six and one-half (6 1/2) percent across-the-board increase in the base salary for all police officers according to the following schedule:

<u>RANK</u>	<u>1991 BASE SALARY</u>
PROBATIONARY PATROLMAN	\$ 27547.00
2ND YEAR PATROLMAN	35209.00
3RD YEAR PATROLMAN	36200.00
4TH YEAR PATROLMAN	37190.00
5TH YEAR PATROLMAN	38175.00
6TH YEAR PATROLMAN	39170.00
TRAFFIC OFFICER	39909.00
JUVENILE OFFICER/DETECTIVE	40720.00
SERGEANT	42499.00
TRAFFIC SERGEANT	43493.00
JUVENILE SERGEANT/ DETECTIVE SERGEANT	44050.00

B. LODGING ALLOWANCE

1. The LODGING ALLOWANCE for each police officer attending the annual PBA convention shall be \$250.00.

C. SICK LEAVE DAYS WITH PAY

1. Compensation for each SICK LEAVE DAYS WITH PAY sold back to the Township in accordance with the INCENTIVE PAY set forth in ARTICLE XXIII shall be one hundred (100) dollars.

D. CLOTHING ALLOWANCE

1. For 1989, the CLOTHING ALLOWANCE for each police officer shall be \$500.00.

2. For 1990, the CLOTHING ALLOWANCE for each police officer shall be \$530.00.

3. For 1991, the CLOTHING ALLOWANCE for each police officer shall be \$565.00.

E. MAINTENANCE ALLOWANCE

1. For 1989, the MAINTENANCE ALLOWANCE for each police officer shall be \$250.00.

2. For 1990, the MAINTENANCE ALLOWANCE for each police officer shall be \$280.00.

3. For 1991, the MAINTENANCE ALLOWANCE for each police officer shall be \$315.00.

F. LONGEVITY COMPENSATION

1. Present police officers who are receiving LONGEVITY COMPENSATION under the terms and conditions of the program established before January 1, 1986, will continue to receive such payments but shall not be eligible to an increase of said amount until completion of the service requirements for

the LONGEVITY COMPENSATION set forth in ARTICLE XVIII.

G. OVERTIME

1. For 1989 and 1990, if the police officer elects to be compensated in time off for his accumulated overtime, the police officer may carry his accumulated overtime until March 31 of the following calendar year.

H. COMPUTATION OF COMPLETED YEARS OF SERVICE

1. For all police officers hired by the Township before July 1, 1989, the computation for COMPLETED YEARS OF SERVICE for LONGEVITY, VACATIONS, SICK LEAVE DAYS WITH PAY and INSURANCE shall begin on the date the employee was initially hired by the Township into the Police Department as a full time employee.

2. For all police officers hired by the Township after July 1, 1989, the computation for COMPLETED YEARS OF SERVICE for LONGEVITY, VACATIONS, SICK LEAVE DAYS WITH PAY and INSURANCE shall begin upon the date the employee reports for duty following graduation from a certified police academy.

I. PROBATION

1. All police officers hired by the Township after January 1, 1989, shall be hired for a probationary period of one (1) year which shall begin upon the date the employee reports for duty following graduation from a certified police academy.

WITNESS PAGE

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this Twentieth day of September, 1989.

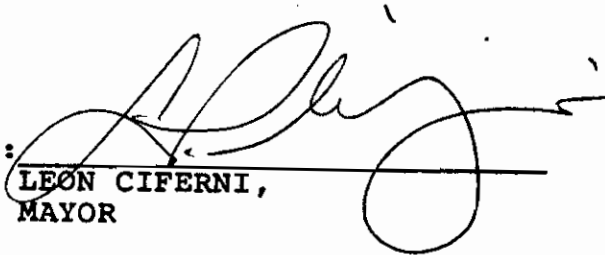
THE NEW JERSEY STATE
POLICEMEN'S BENEVOLENT
ASSOCIATION
LOCAL 144

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