

AGREEMENT

Between

TOWNSHIP OF BERKELEY

And

BERKELEY TOWNSHIP S.O.A.

January 1, 2002 through December 31, 2004

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PREAMBLE

This Agreement entered into this day of , 2003, by and between the TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, NEW JERSEY, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and BERKELEY TOWNSHIP SUPERIOR OFFICERS ASSOCIATION (hereinafter called the "Association"), represents the complete and final understanding on all bargainable issues between the Township and the Association. It shall continue in effect from year to year thereafter, unless changed or terminated in the manner later provided herein.

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

- A. The Township hereby recognizes the Association as the sole and exclusive representative of all the full-time 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 a the regular full-time captains and lieutenants of the Police Department of the Township of Berkeley now employed or hereinafter employed.
- 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 Laws of 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 the 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 the President and one (1) member 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: (1) diminish the effectiveness of the Police Department; and, (2) 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 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 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.
- D. The President or his designee of the Association shall be excused from his work assignment to attend to Association business and attend functions as representatives of the Association. It is further understood that said officer must notify the Chief of Police or his designee and it is further understood that such time is limited to an aggregate of twenty (20) hours per month, non-cumulative. This leave shall not be denied for any reason to any applicable officer. It is also understood that the privileges granted by this section are exclusive of other sources of this Article.

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interferences 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. Notification -

1. If an employee is absent for reasons that entitle him to Sick Leave, he shall notify his supervisor no later than one (1) hour prior to his usual reporting time.
2. Failure to notify his supervisor may be cause for denial of the use of Sick Leave for that absence and constitute cause of disciplinary action.
3. Abuse of sick leave will subject an employee to disciplinary action.
4. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Medical Evidence -

1. 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;
 - a. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) 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 (1) certificate shall be necessary for a period of six (6) months.
 - b. The employee's Department Head may require proof of illness of an employee on leave, whenever such requirement appears reasonable.
2. In case of leave of absence due to exposure of contagious disease, a certificate from the Department of Health shall be required.
3. 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 the 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.

4. Any change in Civil Service Law will automatically be binding upon this Agreement.

ARTICLE VI

HOURS OF WORK

- A. In accordance with the understanding between the Association and the Chief of Police, the work day for Superior Officers shall be eight (8) hours.
- B. Superior Officers work week shall consist of forty (40) hours followed by two (2) consecutive days off in a seven (7) day work period.
- C. The Township recognized that certain individuals may have a specific request as to hours work. All requests from employees involving the changing of one's working hours will be considered by the Chief of Police. Such requests may be honored as long as, in the judgment of the Chief of Police, a balance of experience is maintained within each group and the effectiveness and needs of the Department is not impaired.
- D. All decisions rendered by the Chief of Police under this Article shall not be subject to the grievance procedure as contained herein.
- E. In a twenty-eight (28) day work period, up to a maximum of eight (8) hours beyond the regular work schedule may be utilized for training time to be paid at straight time.
- F. 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, non-accumulative, to be paid at straight time.
- G. Minimum training time for the aforementioned forty (40) hours outside of regularly scheduled work day shall be two (2) hours with one (1) week's notice, if practicable.

ARTICLE VII

MEDICAL BENEFITS ON RETIREMENT

- A. 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 cost of benefit shall be borne by the Township. It is further understood that regular retirement is twenty-five (25) years and that benefit shall be extended to disability retirement approved by the pension system.
- B. Effective July 1, 1993, 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 twenty-five (25) years and that benefit shall be extended to disability retirement approved by the pension system.

ARTICLE VIII

OVERTIME

- A. The Township agrees that compensation for overtime consisting of time and one-half (1-1/2) 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 the Department Head or designee.
- C. Where possible, a two (2) hour notification period shall 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, 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 (2x) 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. In the event that an employee wishes to forego his overtime pay pursuant to this Article and obtain compensatory time at the rate of one and one-half (1½) for every hour worked, the employee and the Chief may mutually agree on said compensatory time. However, the Chief of Police shall have the final decision as to whether the employee be paid or shall receive compensatory time.

ARTICLE IX

LIAISON

At either the request of the Township Administration or the Superior Officer's Association, 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 Superior Officer's Association agree to attend said meetings with no cost of overtime or call-in time to the Township.

ARTICLE X

MISCELLANEOUS

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

ARTICLE XI

SALARY

- A. This annual salary for each employee for the year 2002, will be established as follows:

SEE ATTACHED SALARY GUIDE FOR CAPTAINS AND LIEUTENANTS.

Step 2 will commence after six (6) months of permanently serving in the position of Lieutenant. Effective January 1, 2002, the numbers above reflect the inclusion of holiday pay into base salary of the respective employees.

- B. Officers assigned as detectives shall receive, in addition to the aforementioned salary, \$600 added annually to base salary and shall be prorated based upon the service of the employee during the year. In the event the employee has served as a detective for more than six (6) months in the calendar year, he shall receive the entire detective stipend.
- C. In accordance with N.J.S.A. 40A:14-137, 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.
- D. 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 officer 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, seventy-five percent (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

Note:
PBA recent
upgrade longevity
to mirror SOA
new → 23 yr step
24 yr step
used to be (24, 100)

LONGEVITY

A. Effective January 1, 2002 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, \$850 to be added to base salary;
2. Upon completion of ten (10) years of service, \$1,600 to be added to base salary;
3. Upon completion of fifteen (15) years of service, \$2,400 to be added to base salary;
4. Upon completion of twenty (20) years of service, \$3,500 to be added to base salary;
5. Upon completion of twenty-three (23) years of service, \$3,600 to be added to base salary;
6. Upon completion of twenty-four (24) years of service, \$5,000 to be added to base salary;

This figure shall only apply to employees at the top step of the guide. If not at top step, the employee shall receive no more than \$3,600 if they have the applicable years of service, until they reach top step, at which time if they have the applicable years of service, they shall be entitled up to \$5,000.

7. Said increments shall be added to base pay and paid accordingly, the maximum amount of longevity being \$5,000 as reflected in this section.

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, except as noted herein.

ARTICLE XIII

CLOTHING

A. Clothing allowance in the amount of Six Hundred Dollars (\$600) 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 Five Dollars (\$500) 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) 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) 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 1st of each calendar year and shall be prorated based upon the service of the employee during the year. Employees who have worked more than six (6) months in the calendar year shall receive the entire allowance provided in this Article.

ARTICLE XIV

EDUCATION

1. 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.
2. Officers shall receive \$700 per year for attainment of the Associate's Degree or upon completion (or successful completion) of sixty-four (64) college credits.
3. Officers shall receive an additional \$250 for a total of \$950 for attainment of a Bachelor's Degree or equivalent credits (128).
4. Officers shall receive an additional \$150 for a total of \$1,100 for attainment of a Master's Degree.

ARTICLE XV

LEGAL AID

1. The Township will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them 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.
2. 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 an insurance plan equal to or better than 1420 Series 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 for generic drugs and \$10 for name brand drugs. 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 reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided. There will be at least forty-five (45) days' notification 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:

Beginning the fifth year to nine (9) complete years of service:	18 days per year
Beginning ten (10) years of service:	20 days per year
Beginning fifteen (15) years of service:	28 days per year
Beginning twenty-five (25) years of service:	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. The Township shall grant any individual member an opportunity to appear before the Township Administration with a special request for the carryover 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.

ARTICLE XVIII

HOLIDAYS - EMERGENCY LEAVE

The following shall be recognized as holidays:

New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, July 4(Independence Day), Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day.

- A. Effective January 1, 2002, holiday pay, established as of December 31, 2001, shall be added

to each employee's base salary for compensation purposes.

B. Personal Leave

1. 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 on or after January 1, 1993 during the first year of service shall earn and be entitled to one (1) personal leave day for each three (3) months of service up to a maximum of four (4) personal leave days.
3. Personal leave shall not be cumulative.

C. Emergency Leave

1. Each employee under this agreement shall be entitled to emergency leave of up to three (3) days per year upon receipt of prior approval by Department Head.
- D. In the event any member scheduled to be off and who is called on duty on any of the above holidays, he shall be paid at a rate of one and one half (1 ½) his hourly rate

ARTICLE XIX

BEREAVEMENT LEAVE

- A. Each employee may be granted five (5) leave days with pay upon death of a member of his immediate family. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, grandchildren, grandparents and great grandparents of both the officer and their significant other. The aforementioned days shall be consecutive calendar days, one (1) of which shall be the day of death or the day of the funeral.
- B. Employees shall be granted one (1) day off with pay in the event of the death of an aunt, uncle or cousin of both officer and 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 officer 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 request to elect to take all or part of any accrued unused sick time as a terminal leave with pay subject to the discretion and approval of the Township.

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% of his total earned sick days, 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 one and one-quarter (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 11A (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:
2. Under 100 days - maximum accumulation of 150 days
3. 101 days to 200 days - maximum accumulation of 200 days
4. 201 days to 300 days - maximum accumulation of 300 days
5. New employees hired on or after the date of signing of this Agreement may accumulate a maximum of one hundred (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 seventy-five (75%) percent of the then current rate of pay. Said payment shall be computed and paid to the employee on or before July 1st 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 him.
- 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 Chief of Police or his duly-designated representative. The Chief 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 Township.

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 Township Administration. The final decision of the Township Administration shall be given to the Association in writing within twenty-one (21) days after receipt of the grievance by the Township Administration.

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 Township Administration 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.

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 or the American Arbitration Association 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 his 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 his decision solely to the interpretation and application of the Agreement and shall confine his decision to the issue submitted for Arbitration.
4. The arbitrator may prescribe an appropriate back pay remedy based upon a finding of a violation of the Agreement resulting in a loss of pay.
5. The decision of the arbitrator shall be final and binding on the parties subject to the rights of the parties with respect to the case law and statutes.
6. The fees and expenses of the arbitrator shall be borne equally by the parties.
7. Any other costs of the Arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

D. Advance Step Filing:

In the event a grievance affects more than one (1) officer, or any class of officer or member, then the grievance shall commence directly at level three by the Association.

E. 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 (3), each grievance shall be filed at the level of competent jurisdiction in which the relief sought may be awarded.

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 except in case of emergency such as instances involving safety and/or liability.
- 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 the incident,

- the Township Administration agrees to remove from the employee's personnel file the original disciplinary findings against said employee.
- D. Both parties agree that special police offices shall not be utilized for replacement of regular officers' duties.
 - E. The Township Administration agrees that temporary assignments 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 by the Department or the Township shall only be for just cause and in accordance with R.S. Title 11A (Civil Service). Any disciplinary action asserted by the Chief of Police or his designee shall be subject to the grievance procedure contained herein.
 - G. Each employee has the right to review his personnel folder. All requests for review shall be submitted in writing to the Chief of Police 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.
 - H. 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.
 - I. The Township agrees to supply lockers for its employees to use to secure Township equipment issued to employees.
 - J. 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. 196 - N.J.S.A. 52:14-15.9e 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 represented. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that

shall arise out of or by reason of any action taken by the Township in reliance upon this Article.

- K. 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 eighty-five (85%) percent 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 save and render harmless the Township of Berkeley on all matters arising under its compliance with Chapter 477, P.L. 1979.

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 XXVI

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 XXVII

EMPLOYEE SENIORITY

- A. Seniority is to be determined by date of permanent appointment, as per Civil Service

classification. In the event two (2) individuals having the same date of permanent employment per Civil Service, the individual position on the hiring-list shall be the determining factor.

- 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 XXVIII

DISCIPLINE

- A. All discipline of lieutenants and captains shall be subject to the following procedure.

Progressive discipline shall be defined as follows:

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

The Township shall utilize progressive discipline for minor disciplinary matters and may impose discipline without following progressive discipline in major disciplinary matters. 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. The Township and the Association agree that abuse of sick leave shall result in discipline proceedings.

ARTICLE XXIX

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, 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 re-opener 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 XXX

DURATION

- A. This Agreement shall become effective as of January 1, 2002 and shall continue in full force and effect through December 31, 2004.
- 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 _____ day of _____, 2003.

ATTEST: _____ TOWNSHIP OF BERKELEY

_____ By: _____
Jason Varano, Mayor

SIGNED IN THE PRESENCE OF: _____

PRESIDENT, S.O.A.

_____ By: _____
Witness

_____ Witness

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SECTION 1. THE FOLLOWING SALARY AND WAGE RANGES SHALL BE EFFECTIVE IN THIS MUNICIPALITY, AS AND FOR CERTAIN EMPLOYEES INDICATED BELOW, EFFECTIVE January 1, 2002:

EMPLOYEES COMPENSATED ON AN ANNUAL BASIS - CATEGORY I

OFFICERS PROMOTED ON OR BEFORE 1/1/02 & CAPTAINS PROMOTED ON OR AFTER 1/1/02.

	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
Lieutenant	\$92,233	\$95,738	\$99,568
Captain over 20 years	\$106,027	\$110,056	\$114,458
Captain over 25 years	\$106,063	\$110,093	\$114,497

*1 step
(used to be 2 steps)*

LIEUTENANTS PROMOTED ON OR AFTER 1/1/02

	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
Step 1			
with 5 yrs. longevity	\$86,661	\$89,954	\$93,552
with 10 yrs. longevity	\$86,706	\$90,001	\$93,601
with 15 yrs. longevity	\$86,754	\$90,050	\$93,652
with 20 yrs. longevity	\$86,820	\$90,119	\$93,723
with 23 yrs. longevity	\$86,826	\$90,125	\$93,730
with 24 yrs. longevity	\$86,909	\$90,212	\$93,820
Step 2			
with 5 yrs. longevity	\$92,074	\$95,573	\$99,396
with 10 yrs. longevity	\$92,119	\$95,620	\$99,445
with 15 yrs. longevity	\$92,167	\$95,670	\$99,496
with 20 yrs. longevity	\$92,233	\$95,738	\$99,568
with 23 yrs. longevity	\$92,240	\$95,745	\$99,574
with 24 yrs. longevity	\$92,323	\$95,831	\$99,665

6 months

used to be 2, 1 yr steps