

Contract no 683

An Agreement Between

New Jersey State P.B.A. Local 144

and

The Township of Berkeley Heights

January 1, 1992 - December 31, 1994

INSTITUTE OF MANAGEMENT

RUTGERS UNIVERSITY

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ATTACHMENTS

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This Agreement is made this ^{1st} day of *April*, 1992 by and between the Township of Berkeley Heights (hereinafter referred to as "Township") and Local 144 of the New Jersey State Patrolman's Benevolent Association (hereinafter referred to as "P.B.A."). The parties hereto agree to the following terms:

1. EFFECTIVE DATES: This agreement shall be in effect and govern the parties hereto for the period January 1, 1992, through December 31, 1994. Upon the expiration of the term of this agreement the provisions agreed to hereunder, including but not limited to all obligations, benefits, and conditions of employment, shall remain in full force and effect until the execution of a new agreement.
2. RECOGNITION: The Township hereby recognizes the P.B.A. as the exclusive and sole representative for all of the patrolmen and sergeants of the Township's Police Department.
3. COMPENSATION: The Township agrees to compensate employees covered by this agreement as follows:
 - A. Base Salary: The Township and P.B.A. agree to a 5% across the board salary increase per year for the term of this agreement. The salaries for the various categories of employees are set forth in Table I which is annexed hereto and made a part hereof.
 - B. Longevity: Each Police Officer shall receive in addition to base salary, "longevity compensation" for continuous service according to the schedule set forth in Table II which is annexed hereto and made a part hereof. This compensation shall not be considered part of the officer's base salary. This compensation shall be included as part of the officer's total wages when making pension calculations.
 - C. Overtime: When a Police Officer is authorized to work beyond the completion of his shift or tour of duty and does work that additional time, the Officer shall be entitled to "overtime compensation" at a rate of time and one half for the additional time worked. Compensation shall be made in the form of either pay or time off. If the Police Officer elects to be compensated in the form of pay, payment will be made upon the Officer's submission of a voucher during the year in which the overtime accrued. If the Officer elects to be compensated by time off, the accumulated time off must be taken by March 31 of the following year. An Officer electing to take time off as overtime compensation must submit a written

request no less than 4 days prior to the day the Officer intends to take off. In the event the Police Officer cannot utilize accumulated time off, the Officer shall receive pay for the unused portion at the rate it was earned. The following shall apply in calculating overtime:

- 1) A Police Officer held 15 minutes past the conclusion of the Officer's shift shall be compensated in overtime a minimum of two hours or the actual time worked, whichever is greater.
- 2) A Police Officer called back to duty after the conclusion of the Officer's shift shall be compensated in overtime a minimum of two hours or the actual time worked, whichever is greater.
- 3) A Police Officer placed "on call" in connection with a subpoena to testify arising out of the performance of the Officer's duty shall be compensated in pay only at a rate of one-half hour pay for each hour the Officer is on call to a maximum of 8 hours of pay. This compensation shall only apply to time the Officer is not on duty.
- 4) Any Police Officer who works on or during a period that the Officer is not regularly scheduled to work, excluding switching of shifts, shall be compensated at the overtime rate for the entire time worked.

D. Holidays: Each Police Officer shall receive thirteen paid holidays per year. Payment shall be made at the rate of 1 1/2 days pay per holiday. This "holiday compensation" shall not be considered part of the Officer's base salary but shall be included as part of the Officer's total wages when making pension calculations.

E. Incentive Pay: Each Police Officer utilizing less than 5 accumulated sick leave days during each year may sell back to the Township sick leave days at a rate of one hundred dollars per day sold back. The days permitted to be sold back are set forth in Table IV which is annexed hereto and made a part hereof. This payment shall be made in a lump sum before June 1 of the following year. Each day sold back shall be deducted from the total sick leave days accumulated in accordance with paragraph 4.8. of this agreement.

Officers who voluntarily transfer sick leave days pursuant to paragraph 4.C. of this agreement shall still be entitled to sell those transferred days back to the Township and receive incentive pay.

F. Additional Compensation: Each Officer shall receive additional compensation in the form of payment of a uniform allowance, maintenance allowance and lodging allowance as set forth in Table III which is annexed hereto and made a part hereof.

- 1) Uniform Allowance is for the purpose of purchasing clothing or equipment used in connection with the Police Officer's work duties. Payment shall be made in a lump sum on or before June 1 of each year.
- 2) Maintenance Allowance is for the purpose of cleaning work clothes and maintenance in a presentable condition. Payment shall be made in a lump sum on or before June 1 of each year.
- 3) Lodging Allowance shall be paid to each Police Officer attending the annual P.B.A. Convention.

4. TIME OFF: Each Police Officer shall be entitled to time off from the Officer's work duties as follows:

A. Vacations: Each Police Officer shall be entitled to vacation days based upon completed years of service according to the schedule contained in Table IV which is annexed hereto and made a part hereof. Regardless of the number of vacation days a Police Officer may be entitled to, no vacation days shall be permitted during the annual fireworks display or during the P.B.A. convention. Unused vacation days may be carried over until March 31 of the following year. Vacation scheduling shall be subject to rules and regulations set forth in the Police Manual. For members of the Patrol Division vacation days contained in table IV shall be converted to hours based on a rate of 8 hours per day of vacation.

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

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

The use of sick leave days is subject to rules and regulations contained in the police manual. Nothing in this section effects or is effected by days missed due to injury incurred in the course of the Officer's employment which injuries are governed by the Worker's Compensation laws of the State of New Jersey.

- C. Catastrophic illness or injury: In the event an Officer has been stricken by a catastrophic illness or injury and that Officer has exhausted all accumulated sick leave days, vacation days, and overtime, that Officer may extend sick leave days to a maximum of six additional months by the transfer of sick leave days from other Officers. Each Officer shall be permitted to voluntarily transfer sick leave days to the Officer stricken with a catastrophic illness or injury up to a maximum of 5 sick leave days.
- D. Bereavement Leave: Each Police Officer shall be entitled to bereavement leave upon the death of certain family members. Bereavement leave shall be days off with pay granted as follows:
 - 1) Upon the death of an Officer's grandparent, parent, spouse, child, sibling, father/mother in-law, son/daughter in-law, or grandchild, the Officer shall be granted bereavement leave from the day of death to the day of burial.
 - 2) Upon the death of an Officer's uncle, aunt, nephew, brother/sister in-law, or first cousin the officer shall be granted bereavement leave for the day of burial.
 - 3) Bereavement leave may be extended one day when

burial takes place outside the State of New Jersey and the Officer is unable to return in time for duty.

- E. Leave of Absence: An Officer may receive a leave of absence. Leave of absence shall be without pay for a period not to exceed six months. Leave of absence may only be granted after application to the Chief of Police, approved by the Township, and only upon a showing of good cause for leave to be granted. An approved leave of absence shall not constitute a break in service for the Officer. Any leave of absence greater than 30 days shall result in suspension of all employee benefits after the 30th day unless the Officer pays the Township the costs for maintaining these benefits for the remaining duration of the approved leave of absence.
- F. Terminal Leave: 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, shall receive three months terminal leave with pay.
- G. Police Funerals: In the event a Police Officer of a jurisdiction in the State of New Jersey is killed in the line of duty, the Township shall provide a marked patrol vehicle, if available, and gas to any off-duty Police Officers who wish to attend the funeral.
- H. Compensatory Time: Certain Police Officers shall be granted a time allowance based upon performance of certain duties as follows:
 - 1. Each member of the Patrol Division working a "4 and 4" schedule shall receive 110 hours of compensatory time per year. This compensatory time may only be taken in time off.
 - 2. Each member of the Detective Bureau shall receive 6 days of "Stand-By" time per year as compensation for being designated stand-by detective.
- 5. INSURANCE BENEFITS: The Township shall provide group health insurance benefits to the P.B.A. for the effective dates of this agreement as follows:
 - A. Coverage: The health insurance benefits shall consist of the following:

- 1) Basic medical coverage at least equal to the coverage previously provided under the terms of the prior agreement between the parties.
- 2) Major Medical coverage at least equal to the coverage provided under the terms of the prior agreement between the parties.
- 3) Dental coverage at least equal to the coverage provided under the terms of the prior agreement between the parties but expanded to include the Officer's spouse and eligible dependants.

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

- 1) Retired Police Officers, their spouses, and eligible dependants shall be covered only when the Police Officer retires with 25 years of service in the Police and Firemen's Retirement System, retires due to State approved disability after at least ten years completed service, or retires due to traumatic disability arising from a work related incident after at least eight years completed service.
- 2) The surviving spouse and eligible dependents of a Police Officer dying due to a work related incident shall be covered.
- 3) The surviving spouse and eligible dependents of a deceased covered retired Officer shall be covered, but the surviving spouse shall be responsible for paying 50% of the cost for coverage until reaching the age of 55 at which time the Township will pay the full cost.
- 4) Coverage for any surviving spouse shall terminate upon remarriage of the spouse.
- 5) Coverage for any eligible dependant shall terminate upon emancipation of the dependant.

- 6) Upon any surviving spouse becoming eligible for Medicare, coverage will be limited to supplemental coverage.
6. LEGAL REPRESENTATION: The Township shall provide payment for the costs of legal representation of P.B.A. members as follows:
 - A. The Township shall be obligated to pay the legal fees incurred by a Police Officer whenever an Officer is a defendant in a legal action or proceeding arising out of or incidental to the performance of the Officer's duties.
 - B. The defendant Police Officer may select an attorney of the Officer's own choosing to represent the Officer in any such proceeding.
 - C. The Township shall only be obligated to pay the selected attorney an hourly rate equal to the rate charged by the Township Attorney. Any amount billed in excess of this rate shall be the Officer's obligation to pay.
 - D. Should the defendant Officer be found guilty or enter a plea of guilty to a violation of any law, statute, ordinance or regulation, the Officer shall be obligated to reimburse the Township for the costs incurred or advanced for the Officer's legal representation.
 7. STRIKES AND WORK ACTIONS: The P.B.A. covenants and agrees during the effective dates of this agreement, that none of it's members, nor anyone acting on it's behalf shall encourage, authorize, or participate in any strike, work stoppage, sick-out, slowdown, walkout, or other deliberate interference with normal work procedures. The P.B.A. will discourage and take any necessary steps to prevent or terminate any such work action or strike. The participation in any such strike or work action by any member of the P.B.A. shall be grounds for termination of employment.
 8. EDUCATION: The Township shall permit each Police Officer to receive education as follows:
 - A. In-Service Police Training: Each Police Officer shall be entitled to attend at least 24 hours of In-Service Police Training of the Officer's choice per calendar year. A Police Officer attending an in-

service Police Training course shall be excused from duty without loss of pay for that day. A Police Officer attending an In-Service training course on the Officer's day off shall be compensated in overtime.

- 1) The Township shall provide a vehicle and gas to any Officer attending such a training course, if a vehicle is available.
- 2) The Township will reimburse an Officer using the Officer's own vehicle to travel to the training course for mileage at the prevailing rate for such compensation.
- 3) The Township will reimburse the Officer attending such a training course for all tolls and parking fees incurred.
- 4) Any Officer scheduled to attend an in-service training course who does not attend without a valid excuse shall be responsible for the costs of the course and shall not be compensated for that day.

B. College Credits: Each Police Officer shall be entitled to tuition reimbursement for college credits by the Township subject to the following:

- 1) College credits shall be taken at a minimum of three credits per calendar year.
- 2) College credit must be earned towards achieving either an Associates or Bachelors degree in Criminal Justice.
- 3) Tuition reimbursement shall only be made for courses completed with a grad of "C" or above.

9. UNIFORMS: The Township shall issue each new Police Officer the initial uniform. Should any part of an Officer's uniform be damaged or destroyed in the line of duty, the Township will pay for replacement or repair of the uniform. This does not apply to normal wear or aging of the uniform. Should the Township change the required current work uniform, the Township shall pay for the issue of a new uniform for each Police Officer in quantity sufficient to last one year. Should the P.B.A. request a change of uniform, costs of the change will be charged to the uniform allowance.


10. DEFERRED COMPENSATION PLAN: The Township shall continue to maintain the Deferred Compensation plan which has heretofore been in effect. Participation in this plan will be voluntary for each Officer. All mutual funds utilized the Township in this plan shall be "no load Mutual Funds" unless otherwise approved by the P.B.A.
11. PROMOTIONS: Promotions shall be made within each division and bureau. Promotions shall be based upon seniority, past performance, training, education and experience, and an oral examination to be given by the Chief of Police and a representative of the Township Committee.
12. P.B.A. RIGHTS AND PRIVILEGES: The Township shall grant to the P.B.A. certain rights and privileges as follows:
 - A. State Convention: The Township shall grant time off without loss of pay to the P.B.A. State Delegate or the designee to attend the New Jersey State P.B.A. Convention. If budgetary constraints provide, up to three alternate delegates shall also be granted time off without loss of pay to attend the Convention. All P.B.A. members attending the convention pursuant to this section shall be paid a lodging allowance as set forth in paragraph 3(F)(3) of this agreement.
 - B. Conferences: The Township shall grant time off without loss of pay to the P.B.A. State Delegate or his designee to attend the monthly State and County Conferences, Tri-County Conference, and President-Delegate Conferences. 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. Local P.B.A.: The Township shall provide the P.B.A. the following assistance to facilitate P.B.A. business:
 1. Up to 90 minutes time off per month without loss of pay to the P.B.A. treasurer to perform the duties of that office.
 2. Time off without loss of pay to any P.B.A. member to attend monthly P.B.A. local meetings subject to minimum patrol requirements.

3. Use of the Conference (Break) room to conduct monthly P.B.A. meetings.
 4. A suitable filing cabinet within Police Headquarters for storage of P.B.A. records.
 5. The P.B.A. shall be permitted to solicit public contributions within limits set by Statute or guidelines.
- D. Contracts and Negotiations: The Township agrees to the following with respect to P.B.A.-Township contracts and negotiations thereof:
1. There shall be an established grievance procedure set forth in the Police Manual to resolve any dispute arising from interpretation or application of this or any subsequent agreement.
 2. Reasonable access to the Township's governing body during the course of P.B.A.- Township negotiations and the ability to call a special meeting of the Township Committee for the purpose of bargaining and negotiation.
 3. Time off without loss of pay to the P.B.A. negotiations committee to conduct work related to contract negotiations subject to minimum manpower requirements.
 4. The Township and P.B.A. agree to commence negotiations for a new agreement between the parties between August 1 and October 10 of the year of expiration.
13. SENIORITY: The following rules shall apply regarding seniority for P.B.A. members:
- A. Rank: Seniority shall be established first by rank and second by time served in rank. When two or more Police Officers are appointed to the same rank on the same day Seniority shall be determined by position on the eligibility list for appointment to that rank.
 - B. Completed years of service: For Officers hired prior to July 1, 1989, completed years of service shall be calculated beginning on the date the Officer was initially hired as a full time employee.

For Officers hired after July 1, 1989, completed years of service shall be calculated beginning the date the Officer reports for active duty following graduation from the Police Academy.

- C. Lay-offs: Should the Township determine it necessary to lay-off Police Officers, such lay-offs shall be conducted in reverse order of seniority. All Sergeants shall be considered senior to all patrolmen.
14. TERMINATION OF SERVICE: Resignation or retirement of a Police Officer shall be in the form of written notice to the Chief of Police. Notice shall be no less than 14 days prior to the date of retirement or resignation.
15. RETENTION OF BENEFITS: All benefits and conditions of employment in existence prior to this agreement but not specifically mentioned herein shall be continued for the term of this agreement.
16. SEVERABILITY: If any provision of this agreement shall be held invalid or unenforceable, the remaining provisions of this agreement shall remain in full force and effect. The parties hereto shall meet within 30 days of such provision being found unenforceable or invalid to negotiate a modification to cure such a defect.

The parties hereto having agreed to the terms contained in this agreement affix their signatures this 1 day of APRIL, 1992.


FRANK L. CAMPANO
President
New Jersey State P.B.A.
Local 144


JOHN G. REGIT
Mayor
Township of Berkeley Heights

ATTEST:

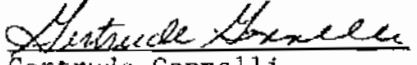

Gertrude Gonnelli
Township Clerk

TABLE I

BASE SALARIES

	1992	1993	1994
Probationary Patrolman	28,924.00	30,370.00	31,889.00
2nd Year Patrolman	36,969.00	38,817.00	40,758.00
3rd Year Patrolman	38,010.00	39,911.00	41,907.00
4th Year Patrolman	39,050.00	41,003.00	43,053.00
5th Year Patrolman	40,084.00	42,088.00	44,192.00
6th Year Patrolman	41,129.00	43,185.00	45,344.00
Traffic Officer	41,904.00	43,999.00	46,199.00
Juvenile Officer/ Detective	42,756.00	44,894.00	47,139.00
Sergeant	44,624.00	46,855.00	49,198.00
Traffic Sergeant	45,668.00	47,951.00	50,349.00
Juvenile Sergeant/ Detective Sergeant	46,253.00	48,566.00	50,994.00

TABLE II

LONGEVITY

<u>Completed Years of Service</u>	<u>Percent of Base Salary</u>
5	2%
10	4%
15	6%
20	8%

TABLE III

ADDITIONAL COMPENSATION

	1992	1993	1994
Uniform Allowance	615.00	665.00	715.00
Maintenance Allowance	315.00	315.00	315.00
Lodging Allowance	250.00	250.00	250.00

TABLE IV

BUY BACK OF SICK LEAVE DAYS

<u>Sick Leave Days Used</u>	<u>Days to Sell Back</u>
5	0
4	1
3	2
2	3
1	4
0	5

TABLE V

VACATIONS

<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