

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2025 thru 12/31/2027.

Employer: Berlin Township Municipality

County: Camden ☒

Date: 4/17/2025

Name: Catherine Underwood
Print Name

Title: Berlin Township RMC

Catherine Underwood RMC
Signature

Contract : Police Lieutenants

CONTRACT
AGREEMENT POLICE
LIEUTENANT
AND
TOWNSHIP OF
BERLIN
2025-2027

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This agreement, effective January 1, 2025, is entered into between the TOWNSHIP OF BERLIN, a municipal corporation of the STATE OF NEW JERSEY herein referred to as the Township and Lieutenants of Police of the Township of Berlin herein referred to as Lieutenant.

ARTICLE I-CONTRACT PERIOD

This agreement shall be effective on January 1, 2025, and shall remain in full force and effect until December 31, 2027.

ARTICLE II-MANAGEMENT RIGHTS

All the powers, rights, prerogative, duties, responsibilities, and authorities that the Township had prior to the signing of this agreement are retained by the Township except those and only to the extent that they are specifically modified by this agreement and are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State of Division of Public Employees Relations Commission.

Under no circumstances shall the Lieutenant(s) be entitled to any of the benefits provided for under this agreement in the event he/she pleads or is found guilty of committing a crime or conduct that meets the elements of a crime as defined by title 2C statutes in the State of New Jersey, or resigns or forfeits his public employment in connection with a guilty plea regardless of the plea.

ARTICLE III-VACATIONS

The Lieutenant(s) shall be granted vacation leave as follows:

- A. twenty-five (25) days of vacation with pay.
- B. Any unused vacation time may be sold back to the Township at the employees prevailing salary rate in the same year. All vacation time must be exhausted in the same year.

*The Lieutenant(s) are exempt employees in accordance with the Department of Labor. They are paid an established annual salary and are expected to fulfill the duties of their positions regardless of the hours worked. The Lieutenant(s) will work appropriate work schedule, set by the Chief of Police or OIC, for the efficient and effective operation of the police department to achieve department goals and objectives.

The Lieutenant(s) is not entitled to overtime pay for any hours worked over 40 hours in a week or 80 hours in a pay period. Lieutenant (s) can receive comp time at a rate of time and one half time for hours worked over their regularly scheduled workday or regularly scheduled work week.

All comp-time accumulated in a calendar year will be utilized by the end of January, the following year.

ARTICLE IV-HOLIDAYS

The following days shall be observed as normal holidays during the duration of this contract. These 16 holidays (128 hours) will be assigned January 1 and may be used on their assigned day or taken on any other day of the year they are earned, at the employee's choosing. They cannot be accumulated beyond the year they are earned.

New Years Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter
Memorial Day
Independence Day
Labor Day
New Year's Eve
Martin Luther King Day
Columbus Day
Veterans Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

ARTICLE V-SICK TIME AND MEDICAL

- A. The Lieutenant(s) shall retain all sick time hours granted before this contract.
- B. Commencing with this contract, the Lieutenant(s) shall receive fifteen (15) days (120 hours) of annual sick leave.
- C. The sick leave shall be cumulative from year to year with no limit.
- D. All unused sick leave may be sold back to the Township at straight time pay upon retirement or resignation at the prevailing rate, up to 85 days (680 hours). The Lieutenant(s) shall not use any additional accumulated sick leave over the eighty-five days as terminal leave before retirement.
- E. The Township shall provide the Lieutenant(s) with a New Jersey State Health Benefit Plan, New Jersey Blue Cross and Blue Shield Family Plan. The Township shall have the right to change carriers if the level of benefits, deductibles, co-pays, etc. are equal to or better than the benefits currently provided. The Township shall provide 60 days written notice, to the Lieutenant(s), of any change in carriers and documentation concerning the benefits to be provided by the new carrier.

The Township and the Lieutenant(s) agree that the Lieutenant(s) shall contribute toward the cost of healthcare benefits as required by P.L. 2011,c.78.

- F. The Township shall provide the Lieutenant(s) with a family dental plan.
- G. The Township shall provide the Lieutenant(s) with a complete physical examination to include a hearing and eye examination. The physical examination shall consist of an EKG, chest x-ray, urinalysis, blood analysis, and normal examination. The physical will be done under the Lieutenant(s) health insurance, but the Township will pay the co-pay for the physical. If the Lieutenant(s) insurance discontinues the physical, the Township will resume paying for all aspects of the physical.
- H. The Township will pay for the eye examination unless the eye examination is covered by the Lieutenant(s)'s health insurance, The Township will cover the co-pay. In the event the Lieutenant(s) health insurance discontinues the coverage of the eye examination the Township will assume coverage.
- I. The Lieutenant(s), if injured in the line of duty, shall not be charged with sick leave. The Lieutenant(s), if injured in the line of duty, shall be paid their regular salary until such time a licensed physician shall certify the Lieutenant(s) are fit for duty.

In the event the Lieutenant(s) receives workman's compensation, the Township shall continue to pay their full pay and the Lieutenant(s) shall pay back or cause to be paid back to the Township such payments as may be paid to them or to the Township in their name received under workman's compensation related to their weekly salary only.

The Township shall continue to pay the Lieutenant(s) their regular salary while he is receiving workman's compensation for up to thirty-six (36) months. After (36) months a decision will be made by the Mayor and Council as to the Lieutenant(s)'s salary.

- J. In the event the Lieutenant(s) are sick or injured while off duty and only after using their allotted sick time leave remaining, and the Lieutenant(s) has exhausted their sick time, they shall apply for temporary disability benefits or any other disability benefits available to them. In no event shall the Township be required to continue to pay their regular rate of pay in the event the Lieutenant(s) becomes sick or injured while off duty.
- K. Absence due to illness for a five (5) day period requires a certified physician's certificate to be presented upon return to duty on the sixth (6) day.
- L. When the Lieutenant(s) retires from service with a minimum of twenty-five (25) years credit in the Police and Fire Retirement System, the Township shall continue to provide the Lieutenant(s) with the medical insurance program that is in effect at the time of retirement.

- M. In the event the Lieutenant(s) is disabled as a direct result of an injury sustained in the line of duty and the Lieutenant(s) retire under a disability pension, then the Township shall continue to pay for the Lieutenant(s) medical insurance coverage plan.

Coverage under this section includes whatever plan is afforded to the Lieutenant(s) by the Township as provided for in section E above. However, if the disabled employee becomes rehabilitated and can work again, the Township shall discontinue medical coverage to the pensioner.

In the event the Lieutenant(s) is killed in the line of duty, the Township shall continue to provide the medical insurance coverage program to the surviving spouse and children. This coverage shall continue for the spouse until such a time as he or she remarries. Coverage for the children shall continue until the age of 26.

- N. The Township shall provide a standard prescription plan for the Lieutenant(s).

ARTICLE VI-SALARIES

The Lieutenant(s) who shall be paid the annual salary listed below:

Lieutenant

2025 – 126,470.00 = (4.5%)

2026 – 129,000.00 (2.0%)

2027 – 131,578.00 (2.0%)

ARTICLE VII-FUNERAL LEAVE

The Lieutenant(s) will be excused from work because of death in their immediate family, as defined below, and shall be paid their regular rate of pay for the scheduled working hours missed from the day of death to the day of burial. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family.

Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother or grandfather of the employee.

Special cases will be referred to the mayor, except, if a spouse dies, five (5) additional days will be allowed to attend to personal family arrangements.

ARTICLE VIII-LIABILITY AND FALSE ARREST INSURANCE

The Township shall provide the Lieutenant(s) with a liability and false arrest insurance policy. At present, it is recognized that a million-dollar policy is in effect.

ARTICLE IX-DEATH BENEFITS

If the Lieutenant(s) is killed in the line of duty, the Township shall pay his surviving spouse or their designated beneficiary, the balance of salary, all holiday and vacation time, and all unused sick time, as provided in Article V, Section D, within two weeks of the officer's death.

The Township shall pay all reasonable funeral expenses for any member killed in the line of duty.

ARTICLE X-POLICE VEHICLE

The Lieutenant(s) shall have full use of an unmarked vehicle equipped with a police radio and other emergency equipment needed twenty-four (24) hours a day, seven (7) days a week, since they are on emergency call twenty-four (24) hours a day.

ARTICLE XI-REOPENING OF CONTRACT

If in the duration of the Agreement an economic or non-economic situation arises which is not included in this contract and which upgrade an article, then this contract may be re-opened and negotiations started.

ARTICLE XII-RENTENTION OF BENEFITS

Coverage under this contract expires at 2400 hours on December 31, 2027. In the event contract negotiations have been instituted before the above date and a mutual agreement has not been reached after the above date, then coverage under all articles and sections remain in effect until an agreement is reached.

However, if the Lieutenant(s) covered under this contract resorts to any type of work stoppage before a mutual agreement is made, then the Township is not liable to adhere to coverage under all articles and sections of this contract.

ARTICLE XIII-GRIEVANCE PROCEDURE

The Lieutenants will follow the outlined grievance procedure in the police officer and Sergeant contract. In all grievances, if a fact finder is initiated and recommendations are issued, the fact finder shall be without power or authority to make any decision which shall bind the parties and their opinion shall be advisory, in nature only. Recommendations will not be binding.

ARTICLE XIV-CLOTHING

All necessary clothing, uniforms, and equipment will be provided to the Lieutenant(s) by the Township via direct purchase by the Township or reimbursement through a voucher after a receipt is provided by the Lieutenant.

In witness whereof, the parties have hereunto set their signatures on this

17 day of March, 2025.

LIEUTENANT OF POLICE

Ch. Mark Smith #80

LIEUTENANT OF POLICE

L.T. David Clark #36

MAYOR

Jeff M. Mazzari

ATTEST: TOWNSHIP CLERK

Catherine Underwood

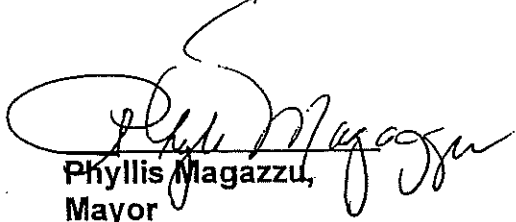
RESOLUTION 2025-85 RESOLUTION APPROVING THE LIEUTENANT CONTRACT AGREEMENT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT AGREEMENT BETWEEN THE TOWNSHIP OF BERLIN AND THE BERLIN TOWNSHIP POLICE LIEUTENANTS.

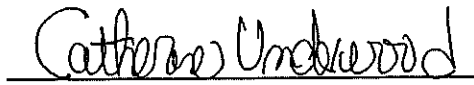
WHEREAS, there exists a need for a contractual understanding of employment services to be rendered to the Township of Berlin and the Berlin Township Police Lieutenant's; and

WHEREAS, negotiations for such a contractual understanding were undertaken and completed between representatives from the Township of Berlin and the Berlin Township Police Lieutenant; and

WHEREAS, the terms and conditions of said contractual understanding are incorporated into a written document identified as the Contract between the Township of Berlin and the Berlin Township Police Lieutenant's as herein above described, be approved subject to review by the Solicitor.


BE IT FURTHER RESOLVED, that the appropriate Township Officials be authorized to sign and execute said contract for the period retroactive as of January 1, 2025 to December 31, 2027.


Phyllis Magazzu,
Mayor


Catherine Underwood,
Township Clerk

It is hereby certified that the foregoing is a true and correct copy of a resolution duly adopted by the Mayor and Council of the Township of Berlin at a meeting held the March 17, 2025.

Dated: March 17, 2025


Catherine Underwood,
Township Clerk