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**AUG 23 2011**

**TWP. CLERK**

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF BERKELEY HEIGHTS**

**AND**

**SUPERIOR OFFICERS ASSOCIATION**

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2013**

**Prepared by:**

**METS SCHIRO & MCGOVERN, LLP**

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**SOA ATTORNEYS**

## ARTICLE I

### PREAMBLE

A. This Agreement, effective as of the first day of January, 2009, 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 Superior Officers Association of the Police Department of the Township of Berkeley Heights, hereinafter referred to as the "SOA", is designed to maintain and promote a harmonious relationship between the Township and those 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 "Superior Officer", "Employee" or "Employees" refer to all persons represented by the SOA 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. 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.

F. 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.

G. The provisions of the Agreement shall be subject and subordinate to, and shall not annul or modify, existing applicable provisions of state.

## **ARTICLE II**

### **EMBODIMENT OF AGREEMENT**

A. This agreement represents and incorporates the complete final understanding and settlement by the parties on all bargainable issues which were subject to 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, or whether 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**

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 and such modification and/or revision shall be deemed to be retroactive upon adoption.

#### **ARTICLE IV**

##### **NON-DISCRIMINATION, NON-COERCION**

A. Neither the Township nor the SOA 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 SOA because of membership or activity in the SOA.

C. There shall be no discrimination, intimidation, interference or coercion by the SOA or any of its agents against any employee because of non-membership or in order to promote membership in the SOA.

#### **ARTICLE V**

##### **RETENTION OF BENEFITS**

It is the intention of the parties that all conditions of employment and other benefits which are incorporated in this Agreement shall be continued at the time of the expiration of this Agreement, so long as the SOA continues to have one or more members who are active members of the Police Department, at the same level as set forth herein until the execution of a new contractual agreement between the parties or a mutual modification of this Agreement.

## **ARTICLE VI**

### **RECOGNITION CLAUSE**

The Township recognizes the SOA as the exclusive and sole representative for all officers of the Police Department over the rank of sergeant, but not including the Chief of Police.

## **ARTICLE VII**

### **MANAGEMENT RIGHTS**

A. The primary obligation and responsibility of management is to establish and maintain a peaceful and orderly environment that ensures the protection of life and property. In order to meet this objective, management must possess certain rights and have the freedom to exercise these rights. The aforementioned rights retained by the Chief include, but are not limited to:

1. Planning, directing and controlling all police operations and setting departmental policy, goals and objectives;
2. Determining work and performance standards;
3. Educating and training employees and determining criteria and procedures;
4. Determining work schedules, tours of duty, staffing levels, and daily assignments;
5. Determining standards of conduct of employees, both on and off duty;
6. Disciplining employees and establishing disciplinary procedures;
7. Hiring and determining selection criteria of employees;
8. Determining transfer policies;
9. Promotion employees and determining promotional procedures; and
10. Contracting or subcontracting for goods and services.

## **ARTICLE VIII**

### **COMPENSATION AND OTHER BENEFITS**

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.

**ARTICLE IX**

**STRIKES AND WORK ACTIONS**

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

B. The SOA will actively discourage its members 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 but its members.

**ARTICLE X**

**LEGAL REPRESENTATION**

A. Whenever a superior officer who is, or has been, a member of the SOA 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 superior officer in such action or proceeding.

B. The superior 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 superior officer may, at this option, pay the difference between such rate and any higher rate charged by the attorney.

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

## ARTICLE XI

### GRIEVANCE PROCEDURES

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 SOA.

C. The terms "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 SOA on behalf of and at the request of an employee or group of employees.

D. The SOA Representative shall be the individual officer asserting such grievance or, in the event more than one officer is aggrieved, a representative chosen by those aggrieved. The Township shall grant the SOA 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 SOA Representative and attempt to reach a settlement of the dispute. Failure of the Chief of Police, or his designee, to meet with the SOA Representative within ten (10) 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, the grievance may be presented in writing to the Township Administrator, or his designee, or, in the event that the Township does not have an Administrator or has dissolved the position, that person designated by Ordinance to act for the Township in grievance matters, within ten (10) working days of the denial or other disposition of the grievance at Step 1. The Township's representative shall meet with the SOA Representative and attempt to reach a settlement of the dispute; Failure of the Township's representative to meet with the SOA Representative 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's representative is unsatisfactory to the aggrieved party, the grievance may be presented in writing to the New Jersey Public Employment Relations Commission for appointment of an arbitrator, within ten (10) working days of the denial or other disposition of the grievance at Step 2.

4. The SOA Representative and the Township's representative, 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 SOA and the Township.

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

7. In an event the SOA Representative 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.

## ARTICLE XII

### PERSONNEL FILES

A. One master personnel file containing copies of all attendance records, payroll records and the like shall be maintained in the appropriate Township Department.

B. The Chief of Police shall maintain the following personnel files on each superior officer:

1. Routine personnel file containing letters of commendation, letters of reprimand, personnel evaluations, etc.

2. Confidential medical file containing all personal medical information including physicians report prepared when the superior officer was first hired, as well as the results of any psychological examination.

3. Confidential financial file, including information concerning any judgments, liens, or other financial actions taken against the superior officer (copies of any such materials relating to deductions from, or garnishments against, pay shall be kept in the Treasurer's office if necessary).

4. Confidential Internal Affairs file, including complete investigation file and findings pertaining to any internal affairs investigation involving the superior officer.

5. The contents of a superior officer's personnel file shall be confidential.

C. No report or document relating to the superior officer shall be placed in said superior officer's routine personnel file unless a copy of that report or document shall have been personally served on the superior officer or sent to him by certified mail by the Chief of Police.

At the superior officer's request, his response to any report or document in his routine personnel file shall also be included in such file.

**ARTICLE XIII**

**SENIORITY**

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

1. When two or more superior officers are appointed to the same rank on the same day, seniority shall be determined by the respective position of each superior officer on the eligibility list which determined the order of his appointment to that rank. In the event that no eligibility list is compiled, seniority shall be determined by the length of time served in the current rank of the officer.

B. Completed years of service for superior officers hired prior to July 21, 1989 shall be calculated beginning on the date the superior officer was initially hired as a full time employee. For superior officers initially hired by the Township as police officers after July 21, 1989, completed years of service shall be calculated beginning the date the superior officer reports for active duty following graduation from the police academy.

**ARTICLE XIV**

**LONGEVITY**

Each superior officer shall receive LONGEVITY COMPENSATION for continuous service in the Police Department according to the following schedule:

Superior officers originally hired  
prior to January 1, 1998

Superior officers originally hired  
after January 1, 1998

Completed Years of Service	Percentage of base rate of Service	Completed Years of Service	Percentage of base rate
5	2%	7	2%
10	4%	12	4%
15	6%	17	6%

19	8%	20	8%
22	10%	23	10%
23	12%		

After completion of 25 years of service, longevity pay shall be frozen at the dollar amount then being paid regardless of additional years of service or future increases in pay. Such compensation shall not be considered part of the superior officer's base rate of pay but shall be included in base salary for pension purposes and shall be governed by Paragraph (B) of Schedule A.

**ARTICLE XV**

**HOURS OF WORK**

A. The work day for Captains shall consist of ten (10) consecutive hours of duty for (4) consecutive day shifts followed by three (3) consecutive days off. The work day for Lieutenants shall consist of ten (10) consecutive hours of duty for four (4) consecutive shifts followed by three (3) consecutive days off or twelve (12) consecutive hours of duty for four (4) consecutive shifts followed by four (4) consecutive days off.

B. A superior officer may request time off utilizing accumulated compensatory time, by making the request in writing to the Chief of Police. The request shall be signed by the superior officer and the Chief of Police may demand that the request be submitted no less than four (4) days before the requested time off. The discretion of the Chief of Police for this provision shall not be reviewable. The request will be granted if shift coverage permits.

**ARTICLE XVI**

**OVERTIME: COMPENSATION AND DISTRIBUTION**

A. When a Lieutenant is authorized to work beyond the completion of his shift or tour of duty and does work that additional time, he/she 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 pay or time off, at the Lieutenant's sole discretion. If the Lieutenant elects to be compensated in the form of pay, payment shall be made upon the submission of a voucher during the year in which the overtime is accrued, and payment shall be made in a timely manner. A Lieutenant electing to take time off as overtime compensation must submit a written request no less than four (4) days prior to the day he intends to take off. In the event the Lieutenant cannot utilize accumulated time off, then he shall receive pay for the unused portion at the rate then in effect. The following shall apply in calculating overtime:

1. A Lieutenant who is held fifteen (15) minutes past the conclusion of the shift shall be compensated in overtime for a minimum of two (2) hours or the actual time worked, whichever is greater.

2. A Lieutenant called back to duty after the conclusion of his shift shall be compensated in overtime for a minimum of two (2) hours or the actual time worked, whichever is greater.

B. Any Lieutenant who works on or during a period that he is not regularly scheduled to work, excluding switching of shifts, shall be compensated at the overtime rate for the entire time worked.

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

D. If a superior 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 unusually severe weather condition, road closure, or act of God is the cause for the superior officer being late.

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

E. The superior officers will attend a minimum of two yearly full departmental meetings scheduled by the Chief of Police without additional compensation of any kind.

## **ARTICLE XVII**

### **HOLIDAYS**

A. Each superior officer shall receive fourteen (14) paid holidays per year. Payment shall be made based on the rate of one hundred sixty-eight (168) hours for the year for the individual superior officer. Effective January 1, 2011, 1 additional holiday shall be added to base pay (15 total). Effective January 1, 2012, 1 additional holiday shall be added to base pay (16 total).

B. The HOLIDAY COMPENSATION shall not be considered part of the superior officer's base rate of pay but shall be considered as part of his base salary for purposes of pension calculations and for calculation of the pay rate for Trust work.

## **ARTICLE XVIII**

### **VACATIONS**

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

COMPLETED YEARS OF SERVICE	VACATION DAYS
1/2	5
1	10
5	15
10	20
15	23
20	28

B. After the date on which a superior officer has risen to the next step of the vacation schedule, he will be entitled to the additional benefit.

C. Vacation days shall be converted to hours based on a rate of eight (8) hours per day of vacation.

D. Vacation days shall be selected on a seniority basis within each rank and according to the following restrictions: vacation days may be denied due to scheduling shortages during the day of the annual fireworks display or any other holiday or special event at the discretion of the Chief of Police.

E. 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 superior officer shall have three (3) full days to make his annual vacation day selections.

F. A superior 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 superior officer may then reschedule his vacation day but may not reschedule for a shift already chosen by another superior officer, even if such other superior officer is junior in seniority.

G. Vacation days may be carried over to March 31<sup>st</sup> of the following calendar year.

H. No superior officer shall be allowed to schedule more than ten consecutive days of vacation.

## **ARTICLE XIX**

### **SICK LEAVE**

A. SICK LEAVE 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 superior officer is entitled to cumulative SICK LEAVE WITH PAY upon COMPLETION OF SIX (6) MONTHS EMPLOYMENT by the Township, subject to the following restrictions:

1. Each superior officer shall be credited with twenty-four (24) hours of SICK LEAVE WITH PAY as of January 1 of the current year and an additional eight (8) hours of SICK LEAVE WITH PAY per month thereafter at the end of each month worked through the year.

2. No employee shall receive SICK LEAVE 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 an examination by the Township Police Physician and to be certified by him as fit for duty prior to returning to work.

C. Each superior officer shall be entitled to INCENTIVE PAY for utilizing less than forty (40) hours of SICK LEAVE WITH PAY during a calendar year. The superior officer may sell back to the Township any portion of his first forty (40) hours of SICK LEAVE WITH PAY during a calendar year. Payment of the INCENTIVE PAY shall be based on 90% of the officer's daily pay rate per eight (8) hour day.

1. Effective for the 2010 sick time buy-back, and thereafter, the sick time buy-back schedule shall be as follows:

Sick Leave Days Used	Days to be Sold Back at 90%
5	0
4	3
3	4
2	5
1	6
0	7

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

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

D. If a superior officer is stricken by a catastrophic illness or injury and exhausts his accumulated SICK ELAVE WITH PAY, vacation days and any accumulated overtime, the Township shall permit another police officer to voluntarily transfer up to forty (40) hours of SICK LEAVE WITH PAY each from the other police officer's accumulated SICK LEAVE WITH PAY to the stricken police officer. 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 WITH PAY during a calendar year.

E. In the event a superior officer incurs an injury or illness incurred in the course of the superior officers employment, he shall be granted time off without loss of pay until he is deemed fully recovered by the Workers Compensation physician. 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 WITH PAY during a calendar year.

## **ARTICLE XX**

### **BEREAVEMENT LEAVE**

Each superior officer shall be entitled to BREREAVEMENT LEAVE with pay for the death of certain family members according to the following schedule:

1. From the day of death through 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, Grandchild, and spouse's grandparent.



2. Uncle, Aunt, Nephew, Niece, Brother-in-Law, Sister-in-Law or Cousin of the First Degree shall be granted bereavement leave for the day of burial.

3. An extension of one (1) day shall be granted when the deceased is buried in a location outside New Jersey and the superior officer would be unable to return in time for duty.

## **ARTICLE XXI**

### **OTHER LEAVE**

A. Terminal leave is hereby abolished in consideration of adjustment of longevity pay as set forth in this Agreement.

B. Upon application to the Chief of Police and upon approval of the Township for GOOD CAUSE SHOWN, a superior 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 beginning on the 30<sup>th</sup> day from the duration of any approved LEAVE OF ABSENCE without pay in excess of thirty (30) consecutive days. The superior officer shall have the right to pay the costs of medical and dental premiums after 30 days to keep such coverage in effect during the LEAVE OF ABSENCE.

## **ARTICLE XXII**

### **INSURANCE**

A. The Township shall provide group health insurance benefits to the SOA bargaining unit members on the effective dates of this Agreement as follows:

1. Basic medical coverage and major medical coverage at least equal to the coverage previously provided under the terms of the parties' prior Agreement except as otherwise stated herein.

2. Effective August 1, 2010, the Traditional Plan shall be eliminated and superior officers who remain in the PPO shall pay \$58.00 per month and \$202.00 per month for single

coverage and family coverage, respectively, in addition to the statutory 1.5% annual base pay contribution. Except for the statutory 1.5% annual base salary contribution, superior officers shall not be required to share in the premium for the POS plan.

a.) Prior to August 1, 2010, the Township shall hold an open enrollment for superior officers to select their health insurance coverage. All new employees shall be in the POS during the first twenty-four (24) months of employment.

b.) Effective August 1, 2010, or as soon thereafter as possible, the Township shall establish an I.R.S. Section 125 Plan for all health insurance contributions and co-pays.

3. Dental coverage at least equal to the coverage provided under the terms of the prior Agreement between the parties, which included the superior officer's spouse and eligible dependents.

4. The current insurance includes the United Healthcare PPO Plan and the United Healthcare POS Plan. The specific benefits of each plan that are in effect prior to August 1, 2010 are attached hereto in a three-page "United Healthcare - Comparison of Benefits Township of Berkeley Heights" comparison, attached hereto and incorporated herein as Schedule B.

5. All of the benefits and services for the medical coverage during the term of this collective bargaining agreement for both the United Healthcare PPO and United Healthcare POS Plans, shall be at least equal to or better than the benefits and services set forth in the 3-page "United Healthcare – Comparison of Benefits Township of Berkeley Heights" attached hereto and incorporated herein as Schedule B.

B. All active superior officers, their spouses and eligible dependents shall be covered. Retired superior officers, their spouses and eligible dependents, surviving spouses and eligible dependents of deceased retired superior officers, and the surviving spouses and eligible

dependents of superior officers dying due to a work related incident shall be covered subject to the following:

1. Retired superior officers, their spouses, and eligible dependents shall be covered only when the superior officer retires with 25 years of service in the Police and Fireman's Retirement System, retires due to a State approved disability after at least 10 years of completed service, or retires due to traumatic disability from a work related incident after at least 8 years of completed service.

2. The surviving spouse and eligible dependents of a superior officer dying due to a work related incident shall be covered.

3. The surviving spouse and eligible dependents of a deceased covered retired superior officer shall be covered, but the surviving spouse shall be responsible for paying 50% of the cost for the 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 dependent shall terminate upon emancipation of the dependant.

6. Upon the surviving spouse becoming eligible for Medicare, the coverage will be limited to supplemental coverage.

7. All retirees shall retain all of the benefits under this collective bargaining agreement to which they retired. No future collective bargaining agreements may decrease the retiree benefits of those employees who retire during this collective bargaining agreement.

C. In the event that the superior officer elects to waive coverage and provides satisfactory proof to the Township of coverage from another source which is at least equal to that

provided by the Township, the Township shall pay to the superior officer, on a semi-annual basis, one half of the savings effected by the Township through the waiver of coverage. All of such payments shall be excluded from base salary and shall not be included in pension calculations. Payment to an employee per year who submits or renews a waiver of the Township's insurance coverage on or before May 20, 2010, shall be \$6,000. Payment to an employee who submits or renews a waiver of the Township's insurance coverage on or after May 21, 2010, shall be 25% of the cost of such benefits to the Township or \$5,000.00, whichever is less. Bargaining unit members who opt out of the Township's insurance plan shall not be liable to pay contractual premium contributions and/or the State mandated 1.5%.

### **ARTICLE XXIII**

#### **IN-SERVICE POLICE TRAINING**

A. Each superior 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 superior officer shall sign for the complete and current listing.

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

3. The Chief of Police shall have the right to request a superior officer to attend two meetings of the entire department of two hours duration each year.

B. Selection of an In-Service Police Training course by an individual superior officer shall be made in writing to the Chief of Police. Should enrollment be restricted, seniority will determine which superior 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 superior officer is above and beyond any In-Service Police Training course which the Chief of Police decides to send the superior officer.

C. A superior officer attending an In-Service Police Training course shall be excused from duty without loss of pay for the period attended at the school. Should a superior officer attend an In-Service Police Training course on his day off, he shall be compensated in straight time compensatory time off.

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

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

3. Should a superior 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.

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

#### **ARTICLE XXIV**

#### **EDUCATIONAL TUITION REIMBURSEMENT AND EDUCATIONAL COMPENSATION**

A. Each Superior Police Officer shall be entitled to tuition reimbursement for college credits and graduate credits (education after a four (4) year college) by the Township subject to the following:

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

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

3. College credit must be earned towards achieving an Associates or Bachelors Degree in Criminal Justice.

4. A superior officer shall submit a letter prior to December 1 of the year prior to the year in which he intends to seek reimbursement for any course to ensure that appropriate funds are provided in the budget for reimbursement. Should a superior officer fail to submit a letter in a timely fashion and adequate funds not be available in the year in which reimbursement is sought the Township may elect to reimburse in the following budget year.

#### **ARTICLE XXV**

#### **UNIFORMS**

A. Each superior officer shall maintain his work uniform in a clean and presentable condition at all times. If any part of a superior 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 superior officer. The INITIAL ISSUE shall be of sufficient quantity to last a minimum of one (1) year.

2. The CLOTHING ALLOWANCE has been eliminated effective January 1, 2005.

B. The MAINTENANCE ALLOWANCE has been eliminated effective January 1, 2005.

#### **ARTICLE XXVI**

#### **STAND-BY TIME**

In recognition of the requirement that each superior officer is required to maintain himself readily available for duty for certain periods when he would otherwise not be required to work (i.e., "stand-by time") on alternate weekends and after midnight on week nights, each superior officer shall be entitled to one (1) day for each three (3) weeks on call. Such days shall not be

paid to the superior officer but shall be compensatory time which the superior officer may use upon reasonable notice to the Chief of Police subject to Departmental staffing requirements and further that such time must be used not later than March 31 of the year following the year in which accrued.

## **ARTICLE XXVII**

### **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 SOA.

2. Each superior officer may voluntarily participate in the program.

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

## **ARTICLE XXVIII**

### **TERMINATION OF SERVICE**

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

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

## **ARTICLE XXIX**

### **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, as amended from time to time, shall remain in full force and effect. Should a conflict arise between a

provision in this Agreement and the aforementioned RULES AND REGULATIONS, the terms of the provisions 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 superior officer(s) who wishes to attend the funeral.

C. Any provision of this Agreement entitling an employee to an ALLOWANCE shall be paid in a single payment after July 1 of the year in question.

### **ARTICLE XXX**

#### **PERSONAL DAYS**

Each employee shall receive two personal day per year to be used at the discretion of each Officer. Effective and retroactive to January 1, 2009, each officer shall receive an additional personal day per annum, for a total of 3. If a personal day is not used, then a personal day may be carried forward to the next year. An Officer does not have to give any explanation for the use of any personal days and shall be granted the use of the personal day, except in case of an emergency.

### **ARTICLE XXXI**

#### **TERMS AND RENEWAL**

A. This Agreement shall be in full force and effect from January 1, 2009 through December 31, 2013. In the event that the change in longevity provisions arising from this agreement would have a retroactive effect to a period prior to August 1, 1996 the superior officer so affected shall be entitled to all retroactive compensation accrued prior to the effective date of this agreement.

B. The economic terms of this Agreement shall apply January 1, 2009, for all superior officers employed by the Township as of the date of the signing of this Agreement.



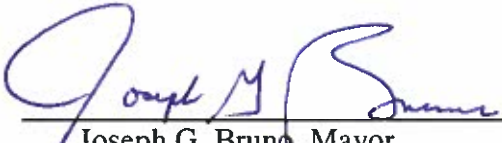
C. The Township and the SOA agree to commence negotiations for a new Agreement between the parties between August 1 and October 10, 2013.

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

E. This Agreement shall remain in effect until a new Agreement is negotiated.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this 23<sup>rd</sup> day of August, 2011

THE TOWNSHIP OF BERKELEY HEIGHTS

DATE: 8/23/, 2011 BY:   
Joseph G. Bruno, Mayor

DATE: 8/23, 2011 ATTEST:   
Arney Upchurch, Administrator

SOA LOCAL 144

DATE: 8-23, 2011 BY:   
Thomas J. Schafer, President  
FRANK FORTUNATO

DATE: \_\_\_\_\_, 2011 ATTEST: \_\_\_\_\_

**SCHEDULE A**

**A. COMPENSATION-BASE SALARY**

The base salary of a superior officer for all purposes including pension and in accordance with all applicable statutes shall be fourteen percent (14%) above a Sergeant for Captains and 10% above a Sergeant for Lieutenants. Therefore, the base rate of pay is as follows:

1. Base rate of pay:

2009-2 through 2013

	1/1/2009	1/1/2010	1/1/2011	7/1/2011	1/1/2012	1/1/2013
Lt.	104737	104737	106308	107371	110592	113910
Captains	108545	108545	110173	111275	114613	118052

2. Longevity pay:

Calculated at the applicable percentage under Article XIV

3. Holiday pay:

Calculated in accordance with Article XVII

**B. LONGEVITY COMPENSATION**

1. Present superior 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 XIV.

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



**United Healthcare**

Choice PPO		Select POS	
PCP Selection NOT REQUIRED			
In-Network	Out-of-Network	In-Network	Out-of-Network
Not Applicable	\$250 per person/ \$500 per family	Not Applicable	\$100 per person/ \$250 per family
100%/80% Supplemental	80%	100%	80%
\$400 per individual/ \$800 per family.	\$1,000 per individual/ \$2,000 per family. Coinsurance Counts toward out-of-pocket. Deductible does not apply.	\$400 per individual/ \$1,000 per family	\$2,000 per individual/ \$5,000 per family
Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Plan pays 100% after \$15 copay	80%, deductible waived	Plan pays 100% after \$5 copay	80%, deductible waived
100% Female members may receive an annual Pap test, Exam and age appropriate mammograms.	80% after deductible	100% Female members may receive an annual Pap test, Exam and age appropriate mammograms.	80% after deductible
Plan pays 100% after \$15 copay	80% after deductible	100% Female members may receive an annual Pap test, Exam and age appropriate mammograms.	80% after deductible
100% after initial co-payment of \$15	80% after deductible	Plan pays 100% after (\$5 copay after 1st visit, only)	80% after deductible
100%	80% after deductible	100%	80% after deductible
100%	80% after deductible	100%	80% after deductible

- Benefit Levels
- Deductible
- Coinsurance
- Coinsurance Limit
- Office Visit
- Specialist Visit
- Routine
- Physicals/Immunizations
- Well Child Care limit to age 19
- Routine Mammogram
- Routine OB/GYN
- Maternity - Outpatient
- Maternity - Inpatient
- Elective Abortions



**United Healthcare**

Treatment of Infertility 4  
Egg Retrievals per lifetime  
for all plans

	Choice PPO	Select POS
	80% after deductible	80% after deductible
	100%	100%

Exercise

Inpatient Hospital Services  
Outpatient Hospital

	\$100 reimbursement per six month period. Subscriber's spouse may be reimbursed up to \$50 per six month period. The member must complete 50 visits within the six month period.	
	100% for 365 days	80% after deductible
	100% for 365 days	80% after deductible

Emergency Room

Allergy Testing/Injections  
Diagnostic X-ray & Lab  
Home Health

	100% after \$35 copay, waived if admitted. In-network Urgi Care - \$15 copay	100% after \$25 copay, waived if admitted. In-network Urgi Care \$5 copay
	Plan pays 100% after \$15 copay	Plan pays 100% after \$5 copay
	100%	100%
	80% after deductible	80% after deductible
	80% after deductible	80% after deductible
	80% after deductible	80% after deductible
	90 visits per calendar year	100%

Home Health Limit

Therapeutic Manipulations  
Therapeutic Manipulation Limits

	Plan pays 100% after \$15 copay	Plan pays 100% after \$5 copay
	80% after deductible	80% after deductible
	unlimited	unlimited

SNF limits apply

Foot Orthotics

Short Term Therapies

Therapies Limit

Ambulance

Durable Medical Equipment

Mental Health - Inpatient

	100% 120 day max	80% after deductible 120 day max
	No Coverage	No Coverage
	100%	80% after deductible
	30 visits per calendar year per therapy	30 visits per calendar year per therapy
	100%	100%
	80% coinsurance after deductible	80% coinsurance after deductible
	Unlimited	Unlimited
	100% for 16 days	80% after deductible, 16 days
	Biological Illness are Treated like any other General Medical Condition - No day limits apply	Biological Illness are Treated like any other General Medical Condition
	80% coinsurance after deductible, 25 visits per Calendar Year	Plan pays 100% after \$5 copay
		80% after deductible



**United Healthcare**

	<b>Choice PPO</b>	<b>Select POS</b>
<i>Mental Health - Outpatient</i>	Biological Illness are Treated like any other General Medical Condition - No day limits apply	Limits 100 visits per year/ 300 per lifetime Biological Illness are Treated like any other General Medical Condition
<i>Substance Abuse - Inpatient</i>	Included as part of the mental health benefits.	Included as part of the mental health benefits.
<i>Substance Abuse - Outpatient</i>	Included as part of the mental health benefits.	Included as part of the mental health benefits.
<i>Eye Examinations</i>	Not Covered	Not Covered
<i>Vision Hardware</i>	Not Covered	Not Covered
<i>Prescription Copay - Retail</i>	80% after Calendar Year deductible - 30 day supply	90% after Calendar Year deductible - 30 day supply
<i>Prescription Copay - Mail Order</i>	\$0 copay for 90 Day Supply	\$0 copay for 90 Day Supply
<i>Dependent Age</i>	Age 23. Coverage ends at the end of the calendar year in which the child attains age 23. Overage dependent coverage available.	

Agenda Item#

4

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, there are members of the Berkeley Heights Police Department who are represented by the Superior Officers Association ("SOA"); and

WHEREAS, the Mayor and representatives of the Township and the SOA have negotiated a new collective negotiation agreement for the period January 1, 2009 to December 31, 2013, the terms of which are set forth in the Collective Bargaining Agreement ("Agreement"), in the form attached hereto and made a part hereof; and

WHEREAS, representatives of the SOA have executed the Agreement, and the Township's negotiating representatives recommend that the Township Council ratify the Agreement; and

WHEREAS, Township Council finds it to be in the best interests of the Township to enter into the Agreement with the SOA.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes and approves the attached Collective Bargaining Agreement, specifying the terms of collective negotiation agreements with the Superior Officers Association for members of the Police Department for the period January 1, 2009, to December 31, 2013.

BE IT FURTHER RESOLVED that the appropriate municipal officials are authorized and directed to take all other actions necessary to fulfill the purpose of this Resolution and execute the Collective Bargaining Agreement.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the SOA; and

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

ATTEST:

*Ana Minkoff*  
Ana Minkoff  
Acting Township Clerk

ROLL CALL:	AYE	NAY	ABSTAIN	ABSENT
DELIA HALL				✓
PASTORE	✓			
PERNA	✓			
PIRONE	✓			
WOODRUFF	✓			
TIE:				
MAYOR BRUNO				