

CONTRACT AGREEMENT

BETWEEN

BOROUGH OF BERLIN

AND

SOUTHERN CAMDEN COUNTY PBA LOCAL #362

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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ARTICLE I

ASSOCIATION RECOGNITION

The Borough of Berlin recognizes the Southern Camden County PBA Local #362 as the sole and exclusive collective bargaining representative of all full-time police officers of the Berlin Borough Police Department, with the exception of the Chief of Police.

ARTICLE II

CONTRACT PERIOD

This agreement shall be effective on January 1, 2005 and shall remain in full force and effect until December 31, 2007.

ARTICLE III

ENTIRE AGREEMENT AND MAINTENANCE OF RIGHTS

This contract represents the entire agreement of the parties and shall not be changed except by mutual written agreement. Each party and individual officers shall continue to enjoy such rights as they may have under relevant federal, state, and local statutes, regulations, and ordinances.

ARTICLE IV

SEVERABILITY

- A. In the event that any provisions of this agreement between the parties shall be held by operations of law, or by order of any court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect.
- B. Any provision so found in Paragraph "A" above shall be open for renegotiation by either party by giving 30 days' written notice thereof to the other party.

ARTICLE V

MAINTENANCE OF MEMBERSHIP/AGENCY SHOP

- A. All officers who are members of the union on the date this agreement is executed shall maintain their membership in good standing for the duration of this agreement. All officers who join the union subsequent to the execution date of this agreement shall thereafter maintain their membership in good standing for the duration of this agreement. Maintenance of membership in good standing by officers who are or become members of the union shall be a condition of continued employment by the Borough for the duration of this agreement. It is provided that such officers may resign from the union during a period of 15 days prior to the expiration of this agreement.
- B. Each officer covered by this agreement who fails voluntarily to acquire or maintain membership in the union shall be required as a condition of employment, beginning on the 30th working day or six (6) weeks of employment,

whichever is greater, to pay the union a service charge as a contribution toward the administration of this agreement and the representation of such officers. The service charge for services rendered by the union shall be an amount equal to 85 percent of the regular membership dues and initiation fees.

ARTICLE VI

CHECKOFF

It is understood and agreed between the employer and the union that the employer will deduct any back unpaid union dues and initiation fees owed the union (provided such indebtedness for dues or initiation fees was incurred during employment with the employer) as well as current monthly dues and initiation fees, from the paycheck of all officers who have signed proper legal authorization for such deductions and who are covered by the agreement, on the last pay day of the month preceding the current month for which current union dues and initiation fees are due the union. The employer further agrees to remit to the secretary-treasurer of the union, immediately after the checkoff pay day, all union dues and initiation fees so deducted from the paychecks of officers covered by this agreement.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Purpose.

The purpose of this article is to secure, at the lowest possible level, equitable solutions to the problems, which may arise affecting the terms of this contract or agreement. Nothing herein contained shall be constructed to limit the right of any officer having a grievance to discuss the matter informally with his superior officer, and have

the grievance adjusted without the intervention of the Association.

B. Definition.

The term “grievance” as used herein means a complaint by any officer that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of this agreement.

C. Presentation of a Grievance.

In the presentation of a grievance, the aggrieved shall have the right to present his own appeal or to designate an Association representative or counsel to appear with him.

D. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this agreement.

STEP 1:

- (a) The aggrieved party shall institute action by presenting a signed and written statement of grievance delivered to the next superior in the chain of command within ten (10) working days of the event upon which the claim is based. Failure to act within said 10-day period of the normal workweek shall be deemed to constitute an abandonment of the grievance.
- (b) The superior officer shall render a decision in writing within ten (10) working days of the normal workweek after receipt of the grievance.

STEP 2:

- (a) In the event a satisfactory settlement has not been reached, the aggrieved

shall file his written, signed complaint with the Chief of Police within seven (7) working days of the normal workweek following the determination at Step 1.

(b) The Chief of Police shall render his decision within seven (7) working days of the normal workweek after the receipt of the complaint.

(c) Failure to act within seven (7) days shall constitute abandonment of the grievance.

STEP 3:

(a) Should the aggrieved party disagree with the decision of the Chief of Police, then, in that event, the aggrieved party may, with seven (7) working days of the normal workweek of the decision, submit the grievance to the Borough Public Safety Committee. The grievance shall be in writing and signed as to the issues in dispute. Within seven (7) working days of the normal workweek after receipt of the grievance, the Borough Public Safety Committee shall render its decision.

(b) Failure to act within seven (7) days shall constitute abandonment of the grievance.

STEP 4:

(a) Should the aggrieved be dissatisfied with the decision of the Public Safety Committee, then, in that event, the aggrieved has seven (7) working days of the normal workweek within which to request the appointment of an

arbitrator.

- (b) The parties will then attempt to select a mutually agreeable arbitrator, and if this cannot be accomplished within seven (7) working days of the normal work week, then, in that event, a joint request will be made to the Public Employees Relations Commission, hereinafter referred to as PERC, to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The request to PERC must be made within seven (7) working days of the normal work week after it has been determined that a mutually agreeable arbitrator cannot be selected.
- (c) The parties agree that they will comply with the rules of PERC pertaining to the selection of arbitrators.
- (d) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing nor subtract anything from the agreement between the parties or any policy of the borough. The arbitrator will submit findings of fact, which shall be binding upon the parties.
- (e) If there are any costs of services of the arbitrator, costs shall be borne equally by the Borough and the Southern Camden County PBA Local #362.

ARTICLE VIII

INSPECTION OF PERSONNEL RECORDS

- A. Each officer shall be entitled to inspect his/her personnel record upon written request to the Chief of Police. Said inspection shall take place between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday, excluding holidays.
- B. Each officer shall receive a copy of any written letters, awards, or commendations, or written complaints received by the Chief of Police or by the Borough of Berlin. This provision excludes internal memoranda and communications between the Chief of Police, Borough Administrator, or Governing Body.

ARTICLE IX

SCHEDULING

- A. The workweek schedule shall be made and assigned for the month, no later than the first of each month preceding the month to be scheduled.
- B. No changes in scheduling are permitted without the prior notification to the PBA in writing at least seven (7) days prior to the contemplated change.
- C. No proposed changes in scheduling by PBA members shall be acceptable without seven (7) days' written notice to the Chief of Police and the concurrence of the Chief to the proposed changes, except for the use of personal days when an emergency requires that shorter notice be given by the officer.
- D. Paragraphs B and C above shall not be applicable in times of emergency or significant problems with available manpower.

ARTICLE X

LIABILITY AND FALSE ARREST INSURANCE

- A. The Borough shall provide the covered officers with a liability and false arrest insurance policy, and shall provide the Association with a copy of said policy.
- B. If an officer is arrested for alleged wrongdoing during the performance of his/her duties and subsequently found not guilty of the alleged wrongdoing, the Borough shall provide legal representation for the purpose of expunging said arrest record.
- C. The Governing Body shall provide legal representation for any member charged with a civil or criminal complaint alleging wrongdoing while in the performance of his/her duties.

ARTICLE XI

LEAVE TIME FROM DUTY

- A. In the event of the death of an officer's spouse, child, or parent, said officer shall receive full pay for time lost from work from the day of death to the day after burial.
- B. In the event of the death of an officer's brother, sister, father-in-law, mother-in-law, or grandparent of the officer, said officer shall receive full pay for lost time from work from the day of death to the day of burial. Since there may be unusual cases in which the day of death and the day of burial may be more than the usual two (2) to five (5) days apart, these circumstances will be referred to the Chief of Police and the Director of Public Safety, whose decision will be final regarding the number and timing of days off. Under no circumstances shall the number of

paid days off for bereavement leave exceed eight (8) days per occurrence.

- C. Any member of the PBA who holds an elective office in the Southern Camden County PBA Local #362 and who is required to attend state meetings or special functions within that organization, shall be permitted time off, with pay, of the scheduled shift to attend the meetings or functions.

ARTICLE XII

OVERTIME

- A. Officers shall be paid overtime at a rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of regularly scheduled hours, including all instances where an officer is required to cover a shift for which he/she has not been previously scheduled. In the event that overtime is required at the conclusion of a regularly scheduled shift, the minimum amount of overtime to be worked and paid shall be one (1) hour. For all time subsequent to the first hour, overtime shall be paid to the nearest one-half (½) hour increment of actual time worked. Further, overtime worked as described above shall not qualify as minimum call-in as described in item "B" below.
- B. In the event an officer is scheduled off, and then is called into work, he/she shall be compensated for a minimum of three (3) hours at the rate of time and one-half (1.5) pay. The Detective shall be compensated for a minimum of two (2) hours call out pay if he is called out while off duty. Rate of pay is time and one-half.
- C. The Chief of Police or his designee shall equitably distribute overtime assignments as follows: A seniority system shall be followed so that the overtime shall be offered to the officers on a seniority basis. Seniority will mean the years

of service with the Borough of Berlin Police Department. A chart shall be maintained in the Police Department office, which will show which officer has received the overtime assignments and the date and time thereof. The chart shall be compiled so that the senior officer is at the top of the list and so on down the line. Assignments shall always be offered to the next senior officer who has not yet been given an overtime assignment. However, in the assignment of overtime, there shall be a preference for full-time police officers over part-time police officers.

- D. Officers not scheduled to work shall be paid for two (2) of four (4) departmental meetings per year at straight time.
- E. Officers required to perform 40 hours of mandatory Attorney General Training, and must be approved by the Chief each year, shall be compensated with pay for 20 hours at the overtime rate of time and one half (1.5) and 20 hours of comp time at the rate of time and one half (1.5). Should the mandatory Attorney General Training hours increase or decrease, officer shall be paid 20 hours of the mandatory training hours at the rate of time and one half (1.5) and the remaining hours in comp time at the rate of time and one half (1.5). Officers opting to do so must notify the Chief of Police in January of each year for budget purposes. The monetary payment shall be issued in the first pay period in December. The comp time shall be taken when there are three (3) or more officers scheduled to work. This schedule is agreed to for the purpose of minimizing overtime pay and the related costs to the Borough.

ARTICLE XIII

HOLIDAYS & PERSONAL DAYS

A. All officers covered under this contract shall be entitled to the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Easter	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas
New Year's Eve (½ day)	

In addition to the holidays listed above, all officers shall be entitled to 48 personal hours in 2005, 2006, and 2007. No premium shall be paid for personal days hours. Unused personal hours will not be bought back by the Borough.

Compensation for holidays shall be as follows:

In the event an officer works on a holiday, he/she will receive straight pay. In addition, he/she will receive two- (2) time pay (double time). Combined compensation would be triple time for hours worked on the holiday. This paragraph specifically prohibits compensatory days off for holidays worked, however, compensatory time shall be given in the amount necessary in order to have combined compensation for the holiday by eight (8) hours (Example: An officer works 7:00 P.M. to 7:00 A.M. and the holiday falls on the portion of the shift that are morning hours—the officer would receive triple time pay for seven (7)

hours and one (1) compensation hour.).

- B. In the event an officer is scheduled off on a holiday, he/she shall then be entitled to eight (8) hours off at straight time. If an officer is not scheduled to work on July 4th, but is called into work on that day, he/she shall be compensated at the rate of time and one-half regular pay, and in addition, he/she shall receive eight (8) hours off at straight time.

If an officer is on worker's compensation or disability leave, he will not be entitled to the one (1) 8 hours off at straight time.

Any officer, who receives a day off in lieu of a holiday, must take that day off by December 31st of that year. If a day off is earned during the months of November and December, then said day off must be taken by March 1st.

- C. Holiday and vacation requests shall be requested on the approval form; and said form shall be acted upon and returned to the requesting officer on or before the fifth (5th) day of said request or the request shall be deemed approved.
- D. Any holiday adopted or observed by the municipality shall become a part of this contract.

ARTICLE XIV

VACATIONS

All full-time officers shall be granted vacation leave as follows:

- A. After the first year anniversary, the officer shall receive five (5) days 40 hours vacation.
- B. An officer after two (2) years of employment shall receive ten (10) 80 hours vacation.
- C. An officer after five (5) years of employment shall receive 15 days 120 hours vacation.
- D. An officer after eight (8) years of employment shall receive 20 days 160 hours vacation.
- E. An officer after 12 years of employment shall receive 25 days 200 hours vacation.
- F. If an officer desires to work all or a portion of his/her vacation, he/she shall be permitted to do so provided he/she requests same in writing to the Chief of Police who shall have the sole discretion to permit the officer to work during all or a part of his/her vacation; provided that an officer shall not be permitted to work more than ten (10) vacation days per year. The written request must be submitted to the Chief of Police no later than ten (10) days after the vacation schedule is posted.
- G. Specific requests for vacation must be submitted to the Chief of Police on the proper form, no later than April 30th of the vacation year.
- H. For the purposes of computing vacation time, the officer's anniversary date shall

be used.

- I. The Chief of Police or his designee shall determine any proposed changes in the schedule of vacations, and said determination shall be based upon seniority.
- J. Vacation pay will be computed on the base annual salary of each individual officer.
- K. Vacation time for all officers shall be scheduled and taken within the year it is earned, with the exception of Paragraph "H" above.
- L. Provided that two (2) weeks' notice of the scheduled vacation is given to the payroll clerk, the vacation pay shall be given to the officer in the pay period prior to his/her scheduled vacation.

ARTICLE XV

MEAL ALLOWANCE - TRAVELING EXPENSES

- A. If an officer covered by this contract is on special assignment, he/she may receive a meal allowance upon written request to the Chief of Police. Said meal allowance shall be granted in the discretion of the Chief of Police. Special assignment is defined as duty that is distinctive or unusual in regard to regular working conditions. Meal allowances are defined as \$10.00 for breakfast, \$12.00 for lunch, and \$15.00 for supper. If a meal allowance is granted, the officer shall receive an additional 15 percent of said allowance for tipping.
- B. All officers covered by this contract traveling outside the Borough on official business, at the explicit direction of the Chief of Police, shall be paid for reasonable expenses incurred in such travel. The definition of reasonable expenses means, "reimbursement for meals computed at the rates set forth in

Section 'A' above, and actual lodging expenses." The Borough shall endeavor to provide an automobile for such travel, but when an automobile is not provided, and the officer is required to use his/her own automobile, the officer shall be reimbursed according to the mileage rate set by the Internal Revenue Service. The mileage shall be computed based on actual mileage from the Borough of Berlin to the destination, and back to the Borough of Berlin. In order to be reimbursed for any expenses, the officer must present proof of his/her actual expenditures.

ARTICLE XVI

CLOTHING

- A. Each officer upon hire shall be provided with full issue of uniforms, including leather gear.
- B. The Borough shall replace uniforms and equipment as needed.
- C. Each officer shall receive one (1) pair of shoes annually.
- D. Each officer shall receive a uniform maintenance allowance of \$700.00 in 2005, 2006, and 2007 for maintenance and cleaning of uniforms. If the officer presents receipts in the amount of \$700.00 to substantiate the uniform cleaning, he will receive \$700.00 as a reimbursement and will not be subject to any taxes. In the event the officer does not produce receipts he will receive a gross clothing allowance of \$700.00. Payment shall be by check with appropriate taxes being withheld.

A Detective shall be allotted the sum of \$730.00 each year, and said allotment shall be used to purchase clothing for use in the performance of detective duties.

Payment shall be by check with appropriate taxes being withheld.

- E. All payments shall be made annually on December 1st.

ARTICLE XVII

COURT TIME

- A. In the event that an officer is required to attend the courts described hereinafter, and said officer is not on duty at the time, then he/she shall be entitled to receive an allowance for each appearance.

Payments are to be made in the first pay period following said court appearance.

Any officer appearing in any federal, state, county, or municipal court, including hearings and grand jury, shall receive \$140.00 allowance in 2005, 2006, and 2007.

- B. In the event an officer is on a paid leave of absence or is not working due to a job-related injury and is receiving worker's compensation benefits, he/she will not be paid for court appearances.

ARTICLE XVIII

HEALTH BENEFITS & SICK LEAVE

- A. The Borough shall provide officers with the New Jersey State Health Benefits Plan, or a comparable health plan.
- B. In the event that the officer receives worker's compensation for a work-related injury, the Borough shall pay the difference between such benefits from worker's compensation and the officer's regular rate of pay for a period of 12 months from the date of injury.
- C. All officers shall contribute to the New Jersey State Temporary Disability Fund. Officers out of work due to a non-work-related injury or illness must apply for New Jersey State Temporary Disability Benefits. In the event that an employee receives New Jersey State Temporary Disability Benefits, the Borough shall continue to pay such employee full pay, with all applicable taxes, including pension, withheld; and, the employee shall pay or cause to be paid to the Borough, such payments as may be paid to him or to the Borough in his name, and received under New Jersey State Disability Benefits related to his weekly salary only. Further, if after six (6) months of collecting disability benefits, the officer is still unable to return to work due to the same injury or illness, the officer shall receive full pay for an additional period not to exceed six (6) months, at which time the Mayor and Council will make a decision with respect to the officer's salary.
- D. Over the years, a practice has developed in the Police Department, whereby the Chief of Police has allowed unlimited sick leave with full pay for absence due to

illness or injury. An illness or injury need not be work-related. This will continue as a past practice. After 24 hours continuance absence, a physician's certificate must be presented to the Chief of Police on the next day that the officer reports for work.

- E. Any individual officer who has medical coverage through a spouse's medical plan may unilaterally choose to withdraw from the New Jersey State Health Benefits Plan, in accordance with the recently revised State regulation. Any officer who elects this option shall be compensated 50 percent of annual premium as provided for by the regulations of the New Jersey State Health Benefits Plan. In the event the Borough provides medical coverage through a comparable plan during the term of this contract, the parties agree to negotiate at that time the compensation an officer shall receive if he opts out of the Borough plan. The Borough shall provide officers with the New Jersey State Health Benefits Plan, or a comparable health plan. The Borough hereby agrees to pay the full cost of the officers' rate coverage and that of his spouse and dependents.
- F. Any officer killed while on active duty shall receive full medical coverage to his spouse and dependents subject to the following limitations. The spouse shall be covered for health benefits until age 65 or until said spouse remarries. All dependents shall be covered until the age of eighteen (18). The full cost of said benefits shall be paid by the State of New Jersey pursuant to N.J.S.A. 43:16A-10(6). In the event the referenced Statute is repealed, the full cost of said benefits shall be paid by the employer.

ARTICLE XIX

SALARIES

All full-time officers of the Berlin Borough Police Department who are employed as of the signing of this contract shall be paid the annual salaries listed below:

	<u>2005</u>	<u>2006</u>	<u>2007</u>
Patrolman - First Year	40,600.00	41,209.00	41,827.14
Patrolman - Second Year	45,573.50	46,257.10	46,950.96
Patrolman - Third Year	49,836.50	50,584.05	51,342.81
Patrolman - Fourth Year	54,302.50	55,117.04	55,943.79
Patrolman - Fifth Year	58,667.00	59,547.01	60,440.21
Patrolman - Sixth Year	60,392.50	63,093.61	64,989.64
Patrolman - Seventh Year	63,862.20	66,640.21	69,539.05
Sergeant	66,866.60	70,275.30	73,832.27
Lieutenant	72,397.15	76,046.43	79,854.45

ARTICLE XX

EDUCATIONAL REIMBURSEMENT

The employer will pay 50 percent of college tuition for all courses taken toward a degree related to law enforcement taken after December 31, 1998. The course must be paid exclusively by the employee and not a collateral source in order to qualify for the 50 percent reimbursement.

ARTICLE XXI

RETIREMENT

- A. Officers retiring on either regular or disability pension shall be paid for unused holiday and vacation days. The amount is to be determined by the base annual compensation for the last year of the officer's employment prior to the effective date of his/her retirement.
- B. Officers intending to retire on either age and service or disability pension shall accordingly notify the Director of Public Safety or his designee 180 days prior to the date at which said retirement is to become effective.

ARTICLE XXII

DEATH BENEFITS

In the event of a death of an officer killed in the line of duty, the Borough shall pay within two (2) weeks of said officer's death, the surviving spouse or their designated beneficiary the pro-rated balance of salary, vacation days hours (not to exceed ten (10) vacation days 80 vacation hours), and unused holidays. The Borough will pay all reasonable funeral expenses for an officer killed in the line of duty.

ARTICLE XXIII

PHYSICAL FITNESS

- A. In order to encourage and reward members of the unit who choose to stay fit, healthy, and presentable to the public, the employer shall offer the following incentive to members of the unit who complete the following physical fitness test:
- 1) Run a mile in less than 8 minutes and 30 seconds or ride a bicycle 2 miles in less than 8 minutes and 30 seconds.
 - 2) Perform 35 push-ups in less than 2 minutes.
 - 3) Perform 30 sit-ups in less than 2 minutes.
- B. The physical fitness test shall be given annually in the month of September. The Chief of Police must conspicuously post the date, time, and location of the physical fitness test no less than two (2) weeks prior to the posted date. A representative of Council, or their appointed designee, must be present during all tests and the Chief of Police or his designee shall administer the test.
- C. Any member of the unit completing the physical fitness test shall receive an incentive pay of \$300.00. Such payment shall be made by the employer in due course upon presentation of a voucher by the member of the unit during the first week of December of each year.

The terms and conditions contained herein are hereby agreed to and accepted.

ATTEST:

Charleen Santora, Boro Clerk

BOROUGH OF BERLIN

Joseph C. Keskes, Mayor

ATTEST:

SOUTHERN CAMDEN COUNTY

PBA LOCAL #362

Patrolman Michael Miller

Patrolman William Beasley

Patrolman Michael Merlino

Patrolman Edward Rowand