

BERLIN TOWNSHIP POLICE ASSOCIATION

AND

TOWNSHIP OF BERLIN

CONTRACT AGREEMENT

2010-2011-2012

## TABLE OF CONTENTS

### SECTION A

|  | PAGE  |
|--|-------|
| ARTICLE 1<br>ASSOCIATION RECOGNITION             | 4     |
| ARTICLE 2<br>SCHEDULES                           | 5     |
| ARTICLE 3<br>CONTRACT PERIOD                     | 6     |
| ARTICLE 4<br>MANAGEMENT RIGHTS                   | 7     |
| ARTICLE 5<br>VACATION                            | 8     |
| ARTICLE 6<br>HOLIDAY                             | 9-10  |
| ARTICLE 7<br>GRIEVANCE PROCEDURE                 | 11-13 |
| ARTICLE 8<br>CLOTHING                            | 14    |
| ARTICLE 9<br>SICK TIME AND MEDICAL               | 15-18 |
| ARTICLE 10<br>SALARIES                           | 19    |
| ARTICLE 11<br>LIABILITY & FALSE ARREST INSURANCE | 20    |
| ARTICLE 12<br>FUNERAL LEAVE                      | 21    |
| ARTICLE 13<br>COURT TIME                         | 22    |

|                         |  |    |
|-------------------------|--|----|
| ARTICLE 14              |  |    |
| OVERTIME                |  | 23 |
| ARTICLE 15              |  |    |
| PAYMENT AT HIGHER RANK  |  | 24 |
| ARTICLE 16              |  |    |
| SPECIAL LEAVE FROM DUTY |  | 25 |
| ARTICLE 17              |  |    |
| REOPENING OF CONTRACT   |  | 26 |
| ARTICLE 18              |  |    |
| RETENTION OF BENEFITS   |  | 27 |
| ARTICLE 19              |  |    |
| DEATH BENEFITS          |  | 28 |
| ARTICLE 20              |  |    |
| OUTSIDE EMPLOYMENT      |  | 29 |
| ARTICLE 21              |  |    |
| EDUCATION               |  | 30 |

ARTICLE 1

ASSOCIATION RECOGNITION

The Township of Berlin agrees to recognize the Berlin Township Police Association as the sole and exclusive collective bargaining representatives of all full time members of the Berlin Township Police Department and its support personnel with the exception of the Chief of Police.

## ARTICLE 2

### SCHEDULES

- A. The normal work week shall consist of an average of forty (40) hours.
- B. The workweek schedule consisting of at least two (2) men on patrol for the entire shift and shall be made and assigned by the Chief of Police.
- C. The Association may use Article 7, the Grievance Procedure, to resolve disputes with the schedule.

ARTICLE 3

**CONTRACT PERIOD**

This agreement shall be effective January 1, 2010 and shall remain in full force and effect until December 31, 2012.

## ARTICLE 4

### MANAGEMENT RIGHTS

All the rights, powers, prerogatives, duties, responsibilities, and authority 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 Division of Public Employees Relations Commission.

## ARTICLE 5

### VACATION

All full time employees shall be granted vacation time as follows:

- A. From the date of hire and upon completion of a certified police academy, the employee shall receive 40 hours of vacation with pay.
- B. An employee from the second year of service up to and including the fourth year of service shall receive 80 hours of vacation with pay.
- C. An employee from the fifth year of service up to and including the seventh year of service shall receive 120 hours of vacation pay.
- D. An employee from the eighth year of service up to an including the eleventh year shall receive 160 hours of vacation with pay.
- E. An employee from the twelfth (12<sup>th</sup>) year of service up shall receive 200 hours vacation.



ARTICLE 6

HOLIDAYS

The following days shall be observed as normal holidays during the duration of this contract:

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

Compensation of holidays shall be as follows:

- A. If a holiday falls on or is included in a scheduled shift and the employee actually works on the holiday, he shall receive the rate of time and one half pay for all hours worked on the said holiday payable in the same period in which holiday is worked, and in addition, shall receive 8 hours pay on December 1, of that year for working the said holiday.
- B. If the holiday falls or is included in a scheduled shift and the employee does not work on that holiday, he shall only receive straight time pay for that holiday, but no additional days pay on December 1<sup>st</sup>.
- C. If a holiday falls or is included on normal day off, the employee shall receive on December 1 of that year, 8 hours pay for said holiday.

- D. If a holiday falls or is included while an employee is off sick or disabled, the employee shall receive on December 1 of that year 8 hours pay for the said holiday.
- E. No compensatory time off will be allowed for working on holidays.
- F. If an employee is called in to work a scheduled holiday, he shall receive double time pay for all hours worked on the said holiday payable in the same period in which the holiday is worked.

In addition, employee shall receive 8 hours pay on December 1<sup>st</sup>. for that year for working said holidays

- G. Any holiday observed by the Township that is not listed above shall be granted to the employee and he shall be compensated as set forth above.
- H. The Association recognizes that other bargaining units may negotiate holidays in lieu of the holidays listed above. The association agrees not to seek compensation for those holidays that are not negotiated for, but retains all rights for additional holidays granted by the Township.

## ARTICLE 7

### GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informatively with the Chief of his department.

2. Definitions: The term "Grievance" as used herein means a complaint by an employee that there has been, as to him, an improper interpretation or violation of this agreement.
3. Presentation of a grievance: In the presentation of a grievance, the aggrieved shall have the right to present his own appearance or to designate his association representative or counsel to appear with him.
4. Steps of the grievance procedure: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement.

#### Step 1.

- A. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his superior within ten working days of the occurrence. Failure to act within said ten days shall be deemed to constitute an abandonment of the grievance.

- B. The superior shall render a decision in writing within ten working days after receipt of the grievance.
- C. The following steps are considered proper for initiating a written grievance:
  - 1. A Patrolman or Detective to their Sergeant.
  - 2. A Sergeant to a Lieutenant.
  - 3. A Lieutenant to the Chief of Police.

Step 2.

- A. In the event satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file his complaint with the Chief of Police, within five (5) working days following the determination in Step 1.
- B. The Chief of Police or the Mayor and Council, whichever shall be the case, shall render its decision within ten (10) working days after the receipt of the complaint.

Step 3.

- A. If the aggrieved disagrees with the decision of the Chief of Police, then in that event, the aggrieved may within five (5) working days of the Chief's decision, submit to the Mayor and Council a statement in writing and signed as to the issues in dispute. The Mayor and Council will render its decision within fifteen (15) days after the matter has been received by said body.

Step 4.

- A. Should the aggrieved be dissatisfied with the determinations in Step 3, then in that event such person has ten (10) days thereafter in which to request fact finding through the office of the Public Employee's Relations Commission. The fact

finders recommendations shall be in writing, shall set forth his findings of fact, reasons and conclusions on the issue submitted. The fact finder shall be

without power or authority to make any decision which shall bind the parties and his opinion shall be advisory, in nature only. The cost for the services of the fact finder shall be borne equally by the governing body and the Berlin Township Police Association. Any other expenses incurred in connection with the fact finding shall be paid by the party incurring said expenses.

## ARTICLE 8

### CLOTHING

All employees upon hire shall be provided with full uniform, including weapon and leather gear. Those employees required to be in uniform shall wear said uniforms in order to qualify for replacement of items damaged or destroyed. An allowance shall be made for cleaning of clothing and is to include Detective clothing. The allowance for cleaning shall be in the amount of \$765.00 in 2010, 2011 and 2012.

In lieu of uniform purchases and replacements, a detective shall receive \$899.00 for the contract years 2010, 2011 and 2012.

The K-9 Officers shall receive an additional \$215.00 in 2010, 2011 and 2012 for additional cleaning expenses.

The payments to be made during the month of January of the respective year.

The Township shall deduct the minimum amount of withholding allowed by law.

## ARTICLE 9

### SICK TIME AND MEDICAL

- A. Covered employee shall retain all sick time days granted previous to this contract.
- B. Commencing with the contract, covered employees shall receive 120 hours 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 of the prevailing rate for a maximum of 680 hours for presently covered employees. Any employee hired after January 1, 1993 must be employed continuously for a period of fifteen (15) years before unused sick leave may be sold back to the Township at straight time pay upon retirement or resignation at the prevailing rate for a maximum of 680 hours.
- E.
  - 1. The Township shall provide employees with a New Jersey State Health Benefit Plan New Jersey Blue Cross and New Jersey Blue Shield Family Plan. The Township shall have the right to change carriers as long as the level of benefits, deductibles, co-pays, etc. are equal to or better than the benefits currently provided. The Township shall provide at least 60 days written notice to the Association of any change in carriers and documentation concerning the benefits to be provided by the new carrier.
  - 2. Effective May 22, 2010, as required by P.L.2010, c.2 all employees shall contribute 1.5% of base salary toward the cost of health benefits.
  - 3. The Township and the Association agree that if P.L. 2010, c.2 is repealed in its entirety, the requirement that officers pay 1.5% of base pay is null and void and unenforceable. The parties further agree that if a new law requiring increased

contributions toward health insurance is enacted, officers will not have to pay the 1.5% of base pay in addition to the increased contribution amount at whatever time the new law becomes effective for this collective negotiations agreement.

- F. The Township shall provide employees with a Major Medical Plan.
- G. The Township shall provide employees with a family dental plan.
- H. Each employee shall receive a complete physical examination each year to include a hearing and eye examination, EKG, urinalysis, blood analysis, any other diagnostic testing deemed appropriate by the examining physician, and a normal examination. The examination shall be administered by a physician of the employee's own choosing as long as the physician is covered under the employee's health plan. The Township shall reimburse the employee for any co-pay the employee is required to pay for the physical examination. If the employee's health insurance plan does not provide coverage for an annual physical examination, the township will pay for the physical by a physician of the employee's choosing.
- I. Employees injured in the line of duty shall not be charged sick leave. An officer injured in the line of duty shall be paid his regular salary until such time a licensed physician shall certify the employee fit for duty.

In the event an employee receives workman's compensation, the Township shall continue to pay such employees full pay and the employee shall pay or cause to be paid to the Township such payments as may be paid to him or to the Township in his name and received under workman's compensation related to his weekly salary only.

The Township shall continue to pay the employee his regular salary while the employee is receiving workman's compensation for up to 36 months. After the



36 months a decision will be made by Mayor and Council as to the employees salary.

- J In the event a covered employee is sick or injured while off duty, and only after using his allotted sick time leave, the Township shall continue to pay the employee his regular rate of pay until the employee is certified to return to duty by a certified physician. All sick time used over allotted sick leave shall be charged against future sick leave.
  
- K. Absence due to illness for a five (5) day period requires a certified physicians certificate to be presented upon return to duty on the sixth (6<sup>th</sup>) day.
  
- L. When an employee of the Berlin Township Police Department retires from service with a minimum of 25 years service credit in the police and fire retirement system, the Township shall continue to provide the employee with the medical insurance coverage program that is in effect at the time of retirement. Employees who are hired after January 1, 2010 will not receive prescription and dental benefits at the time of their retirement. They will receive the medical plan in effect at the time of retirement.
  
- M. In the event an employee is disabled as a direct result of an injury sustained in the line of duty, and the employee is retired under a disability pension, then the Township shall continue and pay for the employees medical insurance coverage.

Coverage under this section includes Blue Cross/Blue Shield and Major Medical. However, if the disabled employee becomes rehabilitated and is able to work again, the Township shall discontinue medical coverage to the pensioner.

In the event an employee 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 she remarries. Coverage for the children shall continue until the age of 23.

- N. The Township shall provide a standard prescription plan for all employees included within this contract.

ARTICLE 10

SALARIES

All full time employees of the Berlin Township Police Department who are employees as of this agreement, shall be paid the annual salary listed as follows:

| DATE OF HIRE                        | 2010     | 2011     | 2012   |
|-------------------------------------|----------|----------|--------|
| Patrolman                           | \$43,697 | \$44,571 | 45,685 |
| Beginning of 2 <sup>nd</sup> . year | \$49,315 | \$50,301 | 51,559 |
| Beginning of 3 <sup>rd</sup> . year | \$54,933 | \$56,032 | 57,432 |
| Beginning of 4 <sup>th</sup> year   | \$60,551 | \$61,762 | 63,306 |
| Beginning of 5 <sup>th</sup> year   | \$66,169 | \$67,492 | 69,180 |
| Beginning of 6 <sup>th</sup> year   | \$75,298 | 76,804   | 78,724 |
| Sergeants                           | \$79,635 | 81,228   | 83,258 |
| Lieutenant                          | \$84,076 | 85,758   | 87,901 |

In the event that a patrolman is promoted to the rank of Sergeant before his fourth year, then the newly promoted sergeants pay shall be \$2000.00 for the contract year 2010, \$2200.00 for the contract year 2011 and \$2500.00 for the contract year 2012 higher than the salary he was receiving at the time of the promotion. The salary checks shall be paid weekly to each covered employee.

All officers move to the next step on their anniversary date.

ARTICLE 11

LIABILITY AND FALSE ARREST INSURANCE

- A. The Township shall provide the covered employee with a liability and false arrest insurance policy. At present, it is recognized that a million dollar policy is in effect.
  
- B. If an officer is arrested for alleged wrongdoing during the performance of his/her duties as a member of the Berlin Township Police Department and is subsequently found not guilty of the alleged wrongdoing, the Township shall provide legal representation for the purpose of expunging said arrest record at the time of the officer's retirement or resignation from the police department

## ARTICLE 12

### FUNERAL LEAVE

A regular full time employee who is excused from work because of death in his immediate family as defined below, shall be paid his regular rate of pay for the scheduled working hours missed from the day of death to the day of burial. Immediate family is defined as parents, children, spouse, brother, sister, father-in-law, mother-in-law, as well as grandparents of the employees.

Special cases will be referred to the Chief of Police. If a spouse dies, five (5) additional days will be allowed to attend to personal family arrangements.

## ARTICLE 13

### COURT TIME

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

Payments are to be made in the first pay period of the following week.

For the year 2010, 2011 and 2012, an allowance of \$145.00 is to be paid for appearance in any Federal, state, or municipal courts, including hearings and grand juries.

If the employee is required to attend Municipal Court, he will remain for the entire court period.

For the appearance other than Municipal Court, he shall remain only for his specific appearance.

## ARTICLE 14

### OVERTIME

- A. All covered employees who work over the scheduled shift shall be compensated at the rate of time and one-half pay.
- B. If an employee is scheduled off then is called out to work, a minimum of (two) 2 hours shall be compensated at the rate of time and one-half pay.
- C. In the event an employee is scheduled for overtime, then the overtime should be dispersed equally among those eligible without regard to the employee's rank, pay rate or seniority.
- D. If an employee is scheduled off, and is called out to work on a holiday, a minimum of two (2) hours shall be compensated at the double time rate.
- E. The Chief of Police shall retain a log of all overtime assignments in order to ensure that overtime is assigned equally.

## ARTICLE 15

### PAYMENT AT HIGHER RANK

Commencing with the signing of this agreement an officer temporarily assigned and performing the work and duties of an officer of higher rank for a period exceeding seven (7) assigned duty shifts shall, upon approval of the Chief of Police, or other supervisors in the absence of the Chief of Police, receive the rate of salary or compensation of that higher rank for such period of time and thereafter, for so long as he is continuously assigned and performing such work.

This paragraph shall not apply where the work or duties are assigned on a permanent basis despite the fact that said work or duties may have been assigned previously and performed by an officer of higher rank.



## ARTICLE 16

### SPECIAL LEAVE FROM DUTY

Any member of this department covered under this contract who holds an elective office of the Fraternal Order of Police, or the Police Benevolent Association on the National, State or Local level, and who is required to attend state meetings or special functions within the state organization or local meetings and special functions within the local organization, shall be permitted time off the scheduled shift to attend the meetings or functions with full pay.

Any member of this department and covered under this contract who is a member of any National Guard or Military Reserve Unit, who is called up for active duty, shall keep all benefits, including seniority, while on active duty.

## ARTICLE 17

### REOPENING OF CONTRACT

If in the duration of this agreement, an economic or non-economic situation arises which is not included in this contract and which upgrades an article, then this contract may be reopened and negotiations started by mutual consent of both parties, but negotiation shall be limited to a specific article for which the contract was reopened.

## ARTICLE 18

### RETENTION OF BENEFITS

Coverage under this contract expires on December 31, 2012, at 2400 hours. In the event contract negotiations have been instituted before the above date and mutual agreement has not been reached after the above date, then coverage under all articles and sections shall remain in effect until an agreement is reached.

However, if the employees covered under this contract resort 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 19

### DEATH BENEFITS

If any member of this department is killed in the line of duty, the Township shall pay his surviving spouse or his designated beneficiary the balance of his salary, all holiday and vacation time and all unused sick time as provided in Article 9, 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 20

OUTSIDE EMPLOYMENT

An employee that engages in police related activities during other than assigned working hours shall do so within the regulations as outlined in Township Ordinance 22-8.

The rate to be paid to the employee for these services is as follows:

|                       |                  |
|-----------------------|------------------|
| Traffic control       | \$55.00 per hour |
| Other Police Services | \$55.00 per hour |

The Berlin Township Police Association agrees to a rate of \$45.00 per hour for traffic control while working on any Township bid and funded project.

The Township of Berlin and the Berlin Township Police Association will meet annually to discuss changes in these rates, administrative fees and the policy itself.

## ARTICLE 21


### EDUCATION

Each full time Berlin Township Police Officer, during each year of this agreement, be entitled to the sum of \$350.00 per year as a college education allowance for tuition and books for furthering of job related college education.

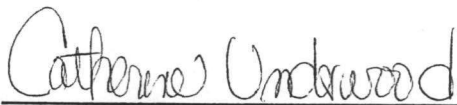
Allowance is contingent upon completion of the course. All monies paid by the officer for books or tuition shall be repaid by the Township of Berlin within thirty (30) calendar days upon successful completion of the course. This course must be related to criminal justice and must be approved by the Chief of Police.

BERLIN TOWNSHIP POLICE ASSOCIATION


2010 – 2011 – 2012

  
\_\_\_\_\_  
PHYLLIS MAGAZZU,  
Mayor

6/13/11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
CATHERINE UNDERWOOD  
Township Clerk

6/13/11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
GARY SHEEHAN  
President  
Berlin Township Police Association

6-13-11  
\_\_\_\_\_  
DATE