

Berkeley Heights Township of

MEMORANDUM OF AGREEMENT

PBA, Berkeley Heights Local 144

As a result of a negotiating session between the PBA Local #144 and the Township Administrator on January 6, 1982, many areas of agreement have been recognized. All provisions of the existing contract shall remain in full force and effect with the exception of the following:

1. There is to be a written contract signed by both the Township representatives and the PBA representatives and it shall be effective January 1, 1982 through December 31, 1983.

2. For the purpose of this agreement, all officers previously referred to as 5th year patrolmen who were hired before July 1, 1978 shall now be referred to as 6th year patrolmen. For the calendar year 1982, there shall be a salary increase of eight percent (8%) across-the-board for all police officers in the bargaining unit retroactive to January 1, 1982. This is as follows:

<u>Position</u>	<u>1982 Base Salary</u>
Lieutenant	\$26,059
Detective Sergeant	25,002
Traffic Sergeant	24,686
Sergeant	24,122
Detective & Juvenile Officer	23,112
Traffic Officer	22,653
6th Year Patrolman	22,232
5th Year Patrolman	21,667
4th Year Patrolman	21,108
3rd Year Patrolman	20,547
2nd Year Patrolman	19,984
Probationary Patrolman	15,635

XX January 1, 1982 - December 31 1983

3. For calendar year 1983, there shall be a salary increase of eight percent (8%) across-the-board for all police officers in the bargaining unit effective January 1, 1983. This is as follows:

<u>Position</u>	<u>1983 Base Salary</u>
Lieutenant	\$28,144
Detective Sergeant	27,002
Traffic Sergeant	26,661
Sergeant	26,052
Detective & Juvenile Officer	24,961
Traffic Officer	24,465
6th Year Patrolman	24,011
5th Year Patrolman	23,400
4th Year Patrolman	22,797
3rd Year Patrolman	22,191
2nd Year Patrolman	21,583
Probationary Patrolman	16,886

4. The current New Jersey Health Benefits Program will be replaced by the Connecticut General Health Benefits Program as outlined in the proposal offered to the PBA on January 6, 1982. The Township shall continue to pay the entire cost of the premiums for health benefits for all officers and their eligible dependents. In addition, the Township shall continue to pay the entire cost of the premiums for all officers and their eligible dependents who retire from Township service with twenty-five (25) years or more credit in the Police and Firemen's Retirement System (PFRS).

5. The clothing maintenance allowance for 1982 shall be increased from \$75.00 per annum to \$100.00 per annum. The clothing maintenance allowance for 1983 shall be \$100.00 per annum.

6. The Township shall continue to recognize the P.B.A. as a separate entity for collective bargaining purposes from the rest of the municipal employees.
7. Thirteen (13) paid holidays will be given annually to the Police Department.
8. During the life of this contract, the thirteen (13) holidays shall be incorporated as part of the base salary for pension purposes. This benefit shall be paid during the twenty-six pay periods through the year as per the annual salary ordinance.
9. Vacation benefits shall be administered to allow the officer to begin his vacation at any time during his regularly scheduled tour of duty in accordance with a pre-arranged vacation schedule.
10. Vacations shall be in accordance with the following schedule:

<u>COMPLETED SERVICE (YEARS)</u>	<u>VACATION (WORKING DAYS)</u>
20 and above	28
15	23
10	20
5	15
1	10
1/2	5

11. During 1982 and 1983, all officers shall receive longevity payments for continuous service with the Township in the amount of \$50.00 for each year of service completed, but not to exceed \$1,250.00 (25 years of service). Payments for this benefit shall be made effective as of the first day of the new year following the year that the officer is appointed to the department. The longevity benefit is added to each officer's annual salary and paid at regular intervals.

12. All officers retiring with a retirement allowance based on service and age, granted and paid under the provisions of the Police and Firemen's Retirement System of New Jersey (PFRS) will receive a paid leave equal to three (3) months annual salary.
13. The Township Administrator's Office shall be responsible for disseminating information regarding hospitalization, major medical insurance, pensions and retirements.
14. The positions of Chief and Captain shall be excluded from the bargaining unit and the scope of this agreement.
15. At any time during the course of collective bargaining, the negotiating unit of the P.B.A. may have access to the governing body of the Township and may request a special meeting of the Township Committee.
16. Negotiations for ensuing contracts shall commence not earlier than August 1 nor later than October 10 preceding the expiration of the existing contract.
17. The employer shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey State P.B.A. or his designee and the P.B.A. President or his designee, to conduct association business on the state or local level and to attend monthly state county conference and scheduled Tri-county conference meetings which require their attendance. If regular scheduled tours of duty are on a day of State P.B.A. meetings, then the delegate or his designee shall be excused from that days tour of duty without any loss.
18. The "Rules and Regulations" governing the operation of the Police Department that have been adopted by resolution of the Township Committee on February 4, 1974, shall remain in full force and effect.

19. The clothing allowance for 1982 shall be \$325.00 per annum and the clothing allowance for 1983 shall be increased from \$325.00 per annum to \$350.00 per annum.

20. There shall be a minimum of two hours' call-back time.

21. Traveling expenses as per current Township regulations shall become part of the PBA agreement.

22. For calendar years 1982 and 1983, all officers shall receive pay or compensatory time off at the rate of one and one-half (1½) times for all authorized overtime work creating a work week in excess of forty (40) hours. If the officer is to be compensated in the form of pay, payment will be made upon the submission of a voucher by said officer in a timely fashion during the year that the overtime was accrued. In all cases, it is the intention of the Township Committee that overtime be compensated in the form of compensatory time rather than pay, if practicable. The granting of compensatory time shall be at the discretion of the Chief of Police.

23. During the term of this agreement, representatives of PBA #144 and the Township shall explore the development and implementation of a cumulative sick leave program.

Albert LaJeunesse, President

Michael A. Borsos
Michael A. Borsos

John Del Duca

Peter Schaub

Date

Samuel F. Penza, Jr.
Samuel F. Penza, Jr.

January 12, 1982
Date