

**AGREEMENT**

**Between**

**TOWNSHIP OF BERKELEY**

**And**

**BERKELEY TOWNSHIP SOA**

**January 1, 2018 through December 31, 2023**

David J. DeFillippo, Esq.  
Detzky, Hunter & DeFillippo, LLC  
45 Court Street  
Freehold, N.J. 07728  
(732) 780-3090  
(732) 308-3866 (FAX)  
davedefillippo@aol.com

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE .....	1
I	RECOGNITION AND SCOPE OF AGREEMENT .....	1
II	COLLECTIVE BARGAINING PROCEDURE .....	2
III	CONDUCTING ASSOCIATION BUSINESS ON TOWNSHIP'S TIME .....	2
IV	DISCRIMINATION AND COERCION .....	4
V	SICK LEAVE .....	4
VI	HOURS OF WORK .....	6
VII	MEDICAL BENEFITS ON RETIREMENT .....	7
VIII	OVERTIME .....	8
IX	LIAISON .....	9
X	MISCELLANEOUS.....	9
XI	SALARY .....	10
XII	LONGEVITY .....	11
XIII	CLOTHING .....	12
XIV	EDUCATION .....	13
XV	LEGAL AID .....	13
XVI	INSURANCE .....	14
XVII	VACATIONS .....	16
XVIII	HOLIDAYS - EMERGENCY LEAVE .....	17
XIX	BEREAVEMENT LEAVE .....	18

XX	TERMINATION BENEFIT .....	18
XXI	GRIEVANCE PROCEDURE .....	21
XXII	ARBITRATION .....	22
XXIII	EMPLOYEE RIGHTS .....	24
XXIV	MANAGEMENT RIGHTS .....	26
XXV	SAVINGS CLAUSE .....	26
XXVI	EMPLOYEE SENIORITY .....	26
XXVII	DISCIPLINE .....	27
XXVIII	OUTSIDE EMPLOYMENT .....	28
XXIX	DURATION .....	28
XXX	SIGNATURES .....	29

**PREAMBLE**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, STATE OF NEW JERSEY, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and BERKELEY TOWNSHIP SUPERIOR OFFICERS ASSOCIATION (hereinafter called the "SOA"), represents the complete and final understanding on all bargainable issues between the Township and the SOA.

**ARTICLE I**

**RECOGNITION AND SCOPE OF AGREEMENT**

- A. The Township hereby recognizes the SOA as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section B herein for the purpose of collective bargaining and all activities and process relevant thereto.
  
- B. The bargaining unit shall consist of all the regular full-time Captains and Lieutenants of the Police Department of the Township of Berkeley now employed or hereinafter employed.
  
- C. This Agreement shall govern all wages, hours and other conditions of employment herein set forth.
  
- D. This Agreement shall be binding upon the parties hereto.

## ARTICLE II

### COLLECTIVE BARGAINING PROCEDURE

A. Consistent with Chapter 123, Public Laws of N.J. 1975, bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly-authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor of the Township or his/her designees and the President of the SOA or his/her designees shall be the respective bargaining agents for the parties.

B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to members covered by this Agreement, as established by rules, regulations and/or policies of the Township in force on said date, shall continue to be so applicable during the term of this Agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any member benefit existing prior to its effective date.

## ARTICLE III

### CONDUCTING ASSOCIATION BUSINESS ON TOWNSHIP'S TIME

A. The Township shall permit members of the SOA Grievance Committee to conduct the business of the Committee, which consists of conferring with the employees and management on specific grievances in accordance with grievance procedure set forth herein. The Grievance Committee shall be granted reasonable time to a limit of one (1) hour during duty hours without

loss of pay and with prior approval of his/her Department Head or designee, and providing the conduct of said business shall not: (1) diminish the effectiveness of the Police Department; and (2) require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Said time off may only be granted after the grievance has been formally presented in writing.

The SOA Grievance Committee shall not exceed two (2) members, to be designated by the SOA and to be made known to the Chief of Police in writing.

B. The Township shall permit members of the SOA Negotiating Committee, to attend collective bargaining meetings during the duty hours of the member(s). However, when practicable, the negotiation session will be set during off-duty hours.

C. The Township shall grant the SOA reasonable use of the Township's facilities and equipment for the purpose of conducting SOA business as long as said facilities and equipment shall not incur any added expense to the Township and the SOA shall be responsible for cleaning of said facility after its use.

D. The President or his/her designee shall be excused from his/her work assignment to attend to SOA business and attend functions as representatives of the SOA. It is further understood that said officer must notify the Chief of Police or his/her designee and it is further understood that such time is limited to an aggregate off twenty (20) hours per month, non-cumulative. The aggregate monthly paid leave shall be increased as follows: 2019: 30 hours; 2020: 35 hours; 2021 and beyond: 40 hours. Additionally, up to four (4) members designated by the SOA's President shall be entitled to paid leave to attend such annual functions as the State PBA's annual convention, mini-convention and collective bargaining seminar; the Mayor's annual Golf Outing; and other events such as the Narcotics Officers convention and Traffic Officers convention. Attendees at said events shall not be required to utilize personal vacation or other

leave time. This leave shall not be denied for any reason to any applicable officer. It is also understood that the privileges granted by this Section are exclusive of other sources of this Article.

#### ARTICLE IV

#### DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the SOA because of membership or activity in the SOA. The SOA shall not intimidate or coerce employees into membership. Neither the Township nor the SOA shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

#### ARTICLE V

#### SICK LEAVE

A. Sick leave may be utilized by full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease as well as in the event of illness to a family member and significant other.

B. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay. During an employee's first year of employment, he will be granted one (1) day for each month of complete service of full-time employment. From the beginning of employee's second year of employment, he will be granted fifteen (15) days of each year thereafter.

C. Notification.

1. If an employee is absent for reasons that entitle him/her to sick leave, he/she shall notify his/her supervisor no later than one (1) hour prior to his/her usual

reporting time.

2. Failure to notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
3. Abuse of sick leave will subject an employee to disciplinary action.
4. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Medical Evidence.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
  - a. An employee who has been absent on sick leave for periods totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
  - b. The employee's Department Head may require proof of illness of an employee on leave whenever such requirement appears reasonable.
2. In case of leave of absence due to exposure of contagious disease, a Certificate from the Department of Health shall be required.
3. The Department Head may require an employee who has been absent because of personal illness, as a condition of his/her return to duty to be examined, at the expense of the Berkeley Township Administration, by a physician designated by the Mayor. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.
4. Any change in civil Service law will automatically be binding on this Agreement.



## ARTICLE VI

### HOURS OF WORK

A. Effective as soon as possible, SOA members shall work a 4-3 work schedule.

Each tour shall be ten (10) hours in duration. The Chief of Police shall be permitted to alter the schedule of a Captain or Lieutenant, as necessary, from time to time, to attend such functions as meetings of the Governing Body. However, absent emergent circumstances, the Chief of Police shall provide the officer at least five (5) days notice of any such change. Effective upon the implementation of the 4-3 schedule, all contractual leave time shall be converted to "day for day" (i.e. a "day" shall be defined as ten (10) hours).

B. The Township recognizes that certain individuals may have a specific request as to hours of work. All requests from employees involving the change of one's working hours will be considered by the Chief of Police. Such requests may be honored as long as, in the judgment of the Chief of Police, a balance of experience and seniority is maintained within each group and the effectiveness and needs of the Department is not impaired.

C. All decisions rendered by the Chief of Police under this Article shall not be subject to the grievance procedure as contained herein.

D. In a twenty-eight (28) day work period, up to a maximum of eight (8) hours beyond the regular work scheduled may be utilized for training time to be paid at straight time.

E. State or county mandated training programs, police academy training programs or other established recognized training programs, up to a maximum of forty (40) hours per year beyond the regular scheduled work year, non-accumulated, to be paid at straight time.

F. The minimum training time for the aforementioned forty (40) hours outside of the

regular scheduled work day are to be two (2) hours with one (1) weeks' notice, if practicable.

G. Effective January 1, 2020, officers assigned to the Patrol Division shall be permitted to bid on their preferred shift on an annual basis. The shift bidding process shall be conducted the preceding Fall and assignments shall be announced no later than November 10<sup>th</sup> of the preceding year. Shift assignments shall be determined in accordance with each officer's seniority (which shall be defined as time in rank), recognizing the employer's ability to deviate if necessary to achieve a tangible operational objective or managerial need.

## ARTICLE VII

### MEDICAL BENEFITS ON RETIREMENT

A. The Township agrees to provide upon retirement full medical benefits to employees who retire under the provisions of the N.J. Police and Fire Pension Statutes, said benefits shall be at least equal to those enjoyed by the employees and cost of benefit shall be borne by the Township. It is further understood that the regular retirement is twenty-five (25) years and that benefit shall be extended to disability retirements approved by the pensions system. Notwithstanding the above, it is understood that any member who retires on or before August 1, 2016 shall be entitled to continue to receive benefits for himself/herself as well as qualified dependents through Direct 10 Plan in retirement.

B. Effective July 1, 1993, the Township agrees to provide, upon retirement, prescription coverage to employees who retire under the provisions set forth by the N.J. Police and Fire Pension Statutes. Said benefits shall be, at least, equal to those enjoyed by the employees and the cost of the benefit shall be borne by the Township. It is further understood that regular retirement is twenty-five (25) years and that benefit shall be extended to disability retirements approved by

the pension system.

C. Effective December 31, 2008, all future retirees (those who retire from the Township after December 30, 2008) shall be covered for prescription coverage only under the New Jersey State Health Benefits Plan and shall be governed by the co-pays established by such. There shall no longer be a stand-alone prescription plan for retirees who retire after December 30, 2008.

7

## ARTICLE VIII

### OVERTIME

A. The Township agrees that compensation for overtime consisting of time and one-half (1 ½) shall be paid to all employees covered by this Agreement for any work performed beyond the employee's regular work day.

B. Where possible, a two (2) hour notification period should be given to a member of the SOA prior to working an overtime shift except in case of emergency.

C. In the event that an employee is called to duty on his/her normal off-duty hours, he shall be paid overtime at the rate of time and one-half (1-1/2) for a minimum of four (4) hours, provided such call to duty is not contiguous to employee's work day. In the event any employee is required to remain beyond or during his/her call out, he shall be paid at two times (2X) his/her hourly rate of pay. If the call to duty is contiguous to the employee's work day, the employee shall be paid only for actual time worked at the rate of time and one-half (1½).

D. Availability of overtime work shall be posted on a rotating basis by the Department Head or his/her designee so as to eliminate any possible favoritism to any particular employee.

E. In the event that an employee wishes to forego his/her overtime pay pursuant to this Article and obtain compensatory time at the rate of time and one-half (1-1/2) for every

hour worked, the employee and the Chief may mutually agree on said compensatory time. However, the Chief of Police shall have the final decision as to whether the employee shall be paid or shall receive compensatory time.

## ARTICLE IX

### LIAISON

At either the request of the Township Administration or the SOA, liaison meetings may be called for the good of the Department. The purpose of the above-mentioned meetings shall be to better promote harmonious employer-employee relations between all members of the Department and the Township Administration. All members of the SOA agree to attend said meetings with no cost of overtime or call-in time to the Township.

## ARTICLE X

### MISCELLANEOUS

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

## ARTICLE XI

### SALARY

A. The annual salary for each employee for the years 2018 – 2023 shall be as set forth below:

	8-1-18	8-1-19	8-1-20	8-1-21	8-1-22	8-1-23
Lieutenant	\$145,632	\$150,001	\$154,501	\$159,136	\$164,705	\$169,647
Captain	\$167,277	\$172,295	\$177,464	\$182,788	\$189,186	\$194,861

Said increases shall be paid on a prorated basis to any officer who retired or was promoted out of the SOA subsequent to December 31, 2018 and prior to the ratification of this Agreement by both parties.

B. Officers assigned as detectives shall receive, in addition to the aforementioned salary, \$600 added annually to base salary and shall be prorated based upon the service of the employee during the year. In the event the employee has served as a detective for more than six (6) months in the calendar year, he/she shall receive the entire detective stipend.

C. In accordance with N.J.S.A. 40A:14-137, the Township agrees to enact an ordinance that may provide for granting leaves of absence with pay not exceeding one (1) year to members and officers of its Police Department and force who shall be injured, ill or disabled from any cause providing that the examining physician appointed by said governing body shall certify such injury.

D. Any member of the Department who shall utilize disability leave under Workers' Compensation shall forward any money received by the insurance carrier directly to the Township Clerk as the officer shall be receiving his/her regular salary.

E. In the event any member of the SOA gets injured while on duty, said injury is of the extent that the employee is forced to use all Workers' Compensation and Disability benefits due him/her and runs out of same, the Mayor agrees to allow the individual to appear before him and ask the Mayor to grant, for a maximum of one (1) year, seventy-five percent (75%) of his/her

annual salary, based upon his/her individual circumstances. The Mayor reserves the right to either grant or deny the individual request.

F. Any officer(s) designated to supervise or otherwise oversee Animal Control services shall receive an additional annual compensation of \$750. Any officer(s) designated to supervise or otherwise oversee EMS services shall receive an additional compensation of \$750. Such compensation shall be distributed to the officer(s) in pro rata amounts as part of base pay every pay period.

## ARTICLE XII

### LONGEVITY

A. Except as otherwise provided herein, the longevity for the **2014 and 2015** calendar years shall continue to be in full force and effect upon completion of the following years of service:

5 years:	\$850
10 years:	\$1,600
15 years:	\$2,400
20 years:	\$3,500
24 years:	\$3,600
24 years:	\$5,000

B. Except as noted below, the longevity schedule shall be revised, effective January 1, 2016, as follows:

Upon completion of fifteen (15) years	\$2,650
Upon completion of twenty (20) years	\$5,300
Upon completion of twenty-three (23) years	\$7,900

With respect to Lts. Ryan Roth; James Smith and Philip Smith only, the above revised longevity schedule shall be retroactive to February 5, 2015.

Also if an SOA member is currently receiving longevity pursuant to the parities' former

longevity schedule (see Paragraph A above) shall remain on said schedule until he/she qualifies for the revised longevity schedule set forth in Paragraph B above.

Effective August 1, 2019, the third step of the above longevity schedule shall be revised as follows:

Upon commencement of twenty-two (22) years \$10,000

C. Each office of the Police Department shall qualify for the longevity increment on the date of the anniversary of his/her employment and such increment shall be paid from and after such date, except as noted herein.

### ARTICLE XIII

#### CLOTHING

A. For calendar years 2014 and 2015, a clothing allowance in the amount of Six Hundred (\$600) Dollars per year shall be paid to every member of this unit for the replacement and repair of uniforms. Said payment shall be through the established voucher system and paid in the form of a check.

B. For the calendar years 2014 and 2015, a clothing maintenance allowance in the amount of Five Hundred (\$500) Dollars per year shall be paid to every member of this unit for the maintenance of uniforms. Said payment shall be through the established voucher system and paid in the form of a check.

C. Officers assigned to the Detective Division shall receive, in addition to the above, One Hundred (\$100) Dollars for the purchase of clothing.

D. For calendar years 2014 and 2015, all employees shall be entitled to an annual allowance for the maintenance of firearms and all necessary ballistic material and/or physical fitness equipment in the amount of One Hundred (\$100) Dollars to be paid by the established voucher

system in the form of a check.

E. All above payments to be made by the Township shall be by July 1<sup>st</sup> of each calendar year and shall be prorated based upon the service of the employee during the year. Employees who have worked more than six (6) months in the calendar year shall receive the entire allowance provided in this Article.

#### **ARTICLE XIV**

##### **EDUCATION**

A. The Township agrees to compensate employees for tuition and books for police related courses or police science approved curriculum. Prior to enrollment, the permission of the Township Administration must be obtained after the recommendation of the Chief of Police.

B. Officers shall receive \$700.00 per year for attainment of the Associate's Degree or upon completion (or successful completion) of sixty-four (64) college credits.

C. Officers shall receive an additional \$250.00 for a total of \$950.00 for attainment of a Bachelor's Degree or' equivalent credits (128).

D. Officers shall receive an additional \$150.00 for a total of \$1,100.00 for the attainment of a Master's Degree.

E. Effective 2016, officers entitled to receive the stipends under this Article shall receive same on or before June 30<sup>th</sup> of that contract year.

#### **ARTICLE XV**

##### **LEGAL AID**

1. The Township will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This



provision shall be in conformance with court decisions expanding or limiting the scope of such representation and consistent with State Statutes now in effect or hereinafter adopted.

2. In no event shall the Township be responsible for providing legal aid to any personnel, if such personnel is found to have acted in violation of his/her duties, responsibilities, contract or ordinances in any disciplinary proceeding or found guilty of criminal action in a court of competent jurisdiction.

## ARTICLE XVI

### INSURANCE

A. The Township shall provide personal injury liability insurance and false arrest insurance with coverage for all employees within the course of employment.

B. The Township shall provide to all employees covered by this Agreement and their families an insurance plan equal to or better than 1420 Series Blue Cross/Blue Shield 365 days' Plan, including Rider "J" and Major Medical benefits. The premiums shall be paid by the Township. However, effective January 1, 2017, unless permitted sooner than said date by the New Jersey State Health Benefits Plan, the following modifications to the health care package shall be implemented:

- Walgreens shall be eliminated from the prescription plan;
- The co-pay for name brand prescriptions shall be increased to \$15;
- Health benefits shall be provided through the New Jersey State Health Benefits Plan (SHBP) Direct 15 Plan.

Notwithstanding the above, it is understood that any member who retires on or before August 1, 2016 shall be entitled to continue to receive benefits for himself/

herself as well as qualified dependents through the Direct 10 Plan in retirement.

Moreover, new hires (i.e. officers hired after January 1, 2019) shall only enroll in the NJ Direct 20/30 plan for the first 10 calendar years of employment. During that 10-year period, said officers may elect to participate in a plan that has a premium greater than NJ Direct 20/30 by paying the difference in premium and any other contractual premium sharing. After the 10 calendar year period, said officers said officers may elect to enroll in any plan offered by the SHBP and shall not be required to pay any difference in the premium.

Additionally, all employees shall continue to contribute towards the premiums for health insurance at the Tier 4 Level of P.L. 2011, Chapter 78 until December 31, 2020. Effective January 1, 2021, individual contributions towards the premium for health insurance shall continue to be calculated at Tier 4 but the total contribution by the SOA negotiation unit as a group shall be capped at 85% of the total contribution paid by the SOA negotiations unit in calendar year 2019. If and when said amount is reached in 2021, no further contributions shall be required of any officer for the balance of the calendar year. Effective January 1, 2022 and thereafter, all employees shall contribute towards the premium for health insurance at the Tier 3 Level of P.L. 2011, chapter 78 with the same cap of 85% of the 2019 total contributions set forth above.

C. The Township shall maintain in full force and effect Workers' Compensation insurance for all members or employees of the Police Department,

D. The Township shall provide automobile liability insurance for all vehicles of the Police Department and shall keep same in effect at all times.

E. The Township will provide to all members of the Association a prescription plan which will be with a co-payment of Five (\$5) Dollars for generic and Fifteen (\$15) Dollars for name

brand drugs. The premium will be paid by the Township of Berkeley. in accordance with its present provider. This co-pay shall also apply to mail order prescription (90 day supply). Retiree prescription shall be as per Article VII of this Agreement. Effective January 1, 2015 Walgreen's will be eliminated from the prescription plan.

F. The Township shall provide for each member at the Township's expense a complete full family coverage, including orthodontics of dental health insurance.

G. The Township reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided. There will be at least forty-five (45) days notification to the SOA. In the event the SOA does not agree that the new plan(s) provider(s) substantially equivalent benefits, the SOA may submit the matter to expedited arbitration prior to the expiration of the forty-five (45) days notification by the Township, for determination by an arbitrator prior to implementation of the new plan(s).

## ARTICLE XVII

### VACATIONS

A. Each member of the SOA who has had the length of continuous employment specified in the table following shall be entitled to the working time shown as vacation with pay at his/her regular rate of pay:

Beginning the fifth (5 <sup>th</sup> ) year to	
Nine (9) complete years service	18 days per year
Beginning ten (10) years service	20 days per year
Beginning fifteen (15) years service	28 days per year
Beginning twenty-five (25) years	

service

30 days per year

B. Eligibility for vacation shall be computed as of the first day of the month in which the individual member of the SOA was hired. Vacation time shall not be accumulative from year to year, however, the Township Administration recognizes a need might arise for an individual to carryover a given amount of vacation time from one year to the next. The Township shall grant any individual member an opportunity to appear before the Township Administration with a special request for the carryover of a maximum of one (1) year vacation under specific individual circumstances. The Township Administration reserves the right to either approve or deny the request, based solely on the Administration's discretion.

### ARTICLE XVIII

#### HOLIDAYS - EMERGENCY LEAVE

A. The following shall be recognized as holidays FOR Section D only:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
July 4 <sup>th</sup> (Independence Day)	Christmas Eve Day
	Christmas Day

B. Holiday pay shall be added to each employee's base salary for compensation purposes and employees shall not receive additional compensation for working/not working holidays.

C. Personal Leave.

1. Each member shall be entitled to four (4) personal leave days per year for business which normally could not be handled during his/her scheduled work shift.

2. New employees hired on or after January 1, 1993, during their first (1<sup>st</sup>) year of service shall earn and be entitled to one (1) personal leave day for each three (3) months of service up to a maximum of four (4) personal leave days.

3. Personal leave shall not be cumulative.

D. Emergency Leave. Employees shall be entitled to emergency leave up to three (3) days per year upon request and prior approval by the Department Head.

E. In the event any member scheduled to be off and is called to duty on any of the above holidays, he/she shall be paid at the rate of double the officer's hourly rate of pay. This is the only time that pay for working a holiday exists.

## **ARTICLE XIX**

### **BEREAVEMENT LEAVE**

A. Each employee may be granted five (5) days leave with pay upon death of a member of his/her immediate family. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law, aunt, uncle, cousin nephews, niece, grandparents, grandchildren and great grandparents of both officer and his/her significant other. The aforementioned days shall be consecutive work days, one (1) of which shall be the day of death or the day of the funeral.

## **ARTICLE XX**

### **TERMINATION BENEFIT**

A. All accumulated unused sick days shall be frozen as of January 1, 2015 for purposes of payout upon

retirement. However, all members shall be permitted to continue to accumulate additional sick leave for use, if necessary, without limitation. Upon retirement, the Township shall purchase back all unused sick days accrued as of January 1, 2015. Payment for said sick days shall be in the form of one (1) payment at the time of retirement. All accrued vacation, holidays, sick leave and comp time owed to any employee at the time of his/her death, while in the employment of the Township, shall be paid to his/her beneficiary or estate. Payment shall be computed at the rate of pay the office earns at the time of his/her retirement or death.

OPTION: The employee may elect to have his/her benefit paid out over, up to, a four (4) year period. Employee not to receive more than one (1) check per year.

OPTION: The employee may elect to take all or any part of any accrued sick time owed to them as a terminal leave with pay subject to the discretion and approval of the Township.

B. If any officer is affected by a reduction in force (layoffs), he shall have at his/ her option either accepting full payment for all earned and accumulated benefits covered under this Agreement or having these benefits accrue until recalled by the Township.

C. If any individual covered by this Agreement decides to voluntarily leave his/her employment with Berkeley Township, the Township Administration agrees to purchase back unused and accumulated sick days, based on the following schedule:

1. If an individual used 10% or less of his/her accumulated sick days, the Township of Berkeley will purchase back the balance of all unused days;
2. If an individual used between 10.1% and 20% of his/her total earned sick days, the Township Administration agrees to purchase back 75% of the remaining unused days;

3. If an individual used between 20.1% and 30% of his/her total earned sick days, the Township Administration agrees to purchase back 50% of the remaining unused days.
4. If an individual used between 30.1% and 40% of his/her total earned sick days, the Township Administration agrees to purchase back 25% of the remaining unused days.
5. If an individual used between 40.1% and 50% of his/her total earned sick days, the Township Administration agrees to purchase back 10% of the remaining unused days.
6. If an individual has used over 50.1% of his/her total earned sick days, the Township Administration will not purchase back any unused sick days.

D. For the purpose of this Article, sick leave may be earned by an employee on the following basis.

1. During his/her first year of employment, the individual employee earns one (1) day per month of his/her employment;
2. From the second year on, the individual earns one and one-quarter (1.25) days per month of his/her employment.

E. This Article does not apply to any individual who leaves the employ of Berkeley Township because of a disciplinary procedure filed against him/her. Discipline shall be defined as published in R.S. Title 11A (Civil Service).

F. Accumulation of Unused Sick Days

1. Employees covered under this Agreement as of January 1, 2005 may accumulate unused sick days in accordance with the Schedule noted below based upon the

number of days accumulated as of the signing of this Agreement:

2. Under 100 days - maximum accumulation of 150 days
3. 101 days to 200 days - maximum accumulation of 200 days
4. 201 days to 300 days - maximum accumulation of 300 days
5. New employees hired on or after January 1, 2005 may accumulate a maximum of one hundred (100) unused sick days.

G. Payment for Unused Sick Days

1. Commencing January 1, 1995, unused sick days from the previous year may be redeemed for a cash payment on the basis of seventy-five (75%) percent of the then current rate of pay. Said payment shall be computed and paid to the employee on or before July 1<sup>st</sup> of the year following the accrual provided the Township determines that funds are available for such payment. In the event payment is not made, the employee shall accrue the unused sick days to be added to previous accumulation which may exceed the maximum accumulation noted above and shall be treated as set forth above.
2. Payment will be only for those unused sick days of the previous year in excess of the accumulations noted respectively in Sections E. above.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. A grievance shall be a complaint arising out of interpretation, application, or violations of policies, agreements and administrative decisions affecting him/her..

B. No grievance can be instituted by any employee after thirty (30) days of the alleged



incident's occurrence.

C. If, at any step in the grievance procedure, management's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed, and there shall be no further appeal or review.

D. Grievance Steps:

Step I: The President of the SOA or his/her duly authorized and designated representative shall present in writing the grievance or grievances to the Chief of Police or his/her duly authorized and designated representative. The Chief of Police shall answer the grievance in writing within three (3) working days.

Step II: If the grievance is not resolved at Step I, or no answer has been received by the SOA within the time set forth in Step I, the grievance may be presented in writing within three (3) working days after receipt of the Step II decision to the Township Administration. The final decision of the Township Administration shall be given to the SOA in writing within twenty-one (21) days after receipt of the grievance by the Township Administration.

Step III: If the grievance has not been settled by the parties at Step II of the grievance procedure or if no answer in writing by the township Administration has been received by the SOA within the time provided in Step III, the SOA may demand arbitration of the grievance within thirty (30) days as set forth in Article XXII, entitled Arbitration, hereinafter set forth.

E. Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

**ARTICLE XXII**

**ARBITRATION**

A. If a grievance is not settled under Article XXI, such grievance shall, at the request of the

SOA or the Township, be referred to the Public Employment Relations Commission for the selection of an arbitrator in accordance with their rules.

B. All submissions to Arbitration must be made within thirty (30) days.

C. Arbitration Proceedings:

1. The arbitrator shall conduct a hearing and render a decision in writing with findings of fact and conclusions.
2. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement.
3. The arbitrator shall confine his/her decision solely to the interpretation and application of the Agreement and shall confine his/her decision to the issue submitted for arbitration.
4. The arbitrator may prescribe an appropriate back pay remedy based upon a finding of a violation of the Agreement resulting in a loss of pay.
5. The decision of the arbitrator shall be final and binding on the parties subject to the rights of the parties with respect to the case law and statutes. applicable law.
6. The fees and expenses of the arbitrator shall be borne equally by the parties.
7. Any other costs of the Arbitration, including the presentation of witnesses, shall be borne by the party incurring same.

D. Advance Filing. In the event a grievance affects more than one (1) officer, or any class of officer or member, then the grievance shall commence directly at level three by the SOA.

E. Jurisdiction Clause. In the attempt to expedite all grievances filed by either the SOA or any individual member of class of members or all three (3), each grievance shall be filed at the level of competent jurisdiction in which relief sought may be awarded.

## ARTICLE XXIII

### EMPLOYEE RIGHTS

A. It is agreed by the parties that a minimum of three (3) days' notice be given to all officers prior to the effective date of a general order except in case of emergency such as instances involving safety and/or liability.

B. Any employee shall have the right to have an SOA representative accompany him/her on all disciplinary procedures filed against him by the Department or the Township.

C. If an employee has on file a disciplinary action against him and if said employee has no other disciplinary actions filed against him for a period of two (2) years from date of incident, the Township Administration agrees to remove from the employee's personnel file the original disciplinary findings against said employee.

D. Both parties agree that Special Officers shall not be utilized for replacement of regular officers' duties.

E. The Township Administration agrees that temporary assignments shall not exceed a period of sixty (60) days.

F. All disciplinary proceedings filed against any employee of the Department or the Township shall only be for just and in accordance with Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code (Civil Service). Any minor disciplinary action asserted by the Chief of Police or his/her designee shall be subject to the grievance procedure contained herein.

G. The Township shall provide transportation to schools and other departmental functions which officers are sent on. If no vehicle is available, a mileage amount or gas will be provided.

H. The Township agrees to supply lockers for its employees to use to secure Township equipment issued to employees.

I. The Township agrees to deduct from the salaries of its employees' dues for the Association. Such deduction shall be made in compliance with Chapter 310 of the Public Laws of N.J. 1968 - N.J.S.A. 52:14-15.9e as amended. Said monies, together with records of any corrections, shall be transmitted to the Association Treasurer. It is hereby agreed that the dues deductions for any employee in the Association shall be limited to the Association, the duly certified majority represented. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Township in reliance upon this Article.

J. In accordance with the provisions of Chapter 477, P.L. 1979, the Township and Association agree to abide by the provisions of the Agency Shop fee of eighty-five (85%) percent of the unified dues for non-members of the Association. The Association agrees to comply with all aspects of Chapter 477, of P.L. of 1979 including the establishment of a demand and return system as well as to save and render harmless the Township of Berkeley on all matters arising under its compliance with Chapter 477, P.L. 1979.

## ARTICLE XXIV

### MANAGEMENT RIGHTS

A. Berkeley Township retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the Laws and Constitutions of the State of New Jersey and of the United States of America.

B. Except as specifically abridged, limited or modified by the terms of the Agreement between Berkeley Township and the Association and then only to the extent such modification is

lawful, the Township of Berkeley retains all rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and activities of employees.

#### ARTICLE XXV

#### SAVINGS CLAUSE

In the event that any federal or state legislation, governmental regulation or court decision cause invalidation of any articles or sections of this Agreement, all other articles or sections shall not be so invalidated and shall remain in full force and effect.

#### ARTICLE XXVI

#### EMPLOYEE SENIORITY

A. Seniority is to be determined by date of permanent appointment, as per Civil Service Commission classification. In the event two (2) individuals having the same date of permanent employment per the Civil Service Commission, the individual position on the hiring list shall be the determining factor. In the event of a tie on the hiring list, seniority shall be based on the class average attained by the individual in his/her police academy class.

B. Seniority will be considered as it pertains to vacations, regular days off, shift bids and reassignments. The Association recognizes the operational effectiveness of the department shall not be impaired.

#### ARTICLE XXVII

#### DISCIPLINE

A. All discipline of lieutenants and captains shall be subject to the following procedure. Progressive discipline shall be defined as follows:

1. Warning
2. Written Reprimand
3. Docking (shall also mean suspension)
4. Increment Withholding (shall also mean pay step denial)
5. Discharge

The Township shall utilize progressive discipline for minor disciplinary matters and may impose discipline without following progressive discipline in major disciplinary matters. However, nothing in this Agreement shall prohibit the Township from imposing discipline without following progressive discipline in the event the circumstances so warrant.

B. Any action by the Township Administration or designee or Chief of Police or designee, which is defined as minor discipline under the New Jersey Administrative Code, shall be subject to the grievance procedure herein. The Township and the Association agree that abuse of sick leave shall result in discipline proceedings.

## ARTICLE XXVIII

### OUTSIDE EMPLOYMENT

A. The Township agrees that all police officers shall be permitted to render police related services regarding outside employment activities within the Township's boundaries, and on public and quasi-public lands. These police officers shall be permitted to wear Township police uniforms and to utilize all Township issued police equipment, including weapons, radios, vehicles and other equipment, subject to availability and with the Chiefs approval, in the performance of these activities.

B. If it is determined that compensation for the performance of said outside employment responsibilities must be provided through the Township Police Department as the result of court decisions or the implementation of existing statutes governing the employment of private detectives, this contract provision will be subject to a contract reopened for the purpose of modifying this Article to comport with said decision or statute.

C. It is understood that the Township will not be liable to make the difference, above compensation paid by an "outside employer" to bring an officer's pay to one hundred (100%) percent.

## **ARTICLE XXIX**

### **DURATION**

A. This Agreement shall become effective as of January 1, 2018 and shall continue in full force and effect through December 31, 2023.

B. In the absence of written notice given at least thirty (30) days prior to the expiration date of this Agreement, by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter until such time as thirty (30) days' notice is given prior to the annual expiration date. It is understood that if the SOA seeks a successor agreement that this Agreement shall remain in full force until said agreement has been reached.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this 19th day of June, 2019.

ATTEST:

Beverly Carle  
BEVERLY CARLE, TOWNSHIP CLERK

TOWNSHIP OF BERKELEY  
[Signature]  
CARMEN AMATO, MAYOR

SIGNED IN THE PRESENCE OF:

[Signature]  
Witness

BERKELEY TWP. SUP. OFFS. ASSOC.

[Signature]