

SIDE-BAR AGREEMENT

The Township of Berkeley Heights and PBA Local 144 agree as follows:

1. The Township shall amend the Police Department Table of Organization to include the position of Corporal as an assignment.

2. The Corporal shall be responsible for the performance of the duties of a Sergeant in the absence of the Sergeant on his/her shift. A Corporal shall not, however, except in emergent circumstances, have the authority to implement discipline.

3. The assignment of Corporals is not intended to circumvent filling vacancies in the Sergeant's rank.

4. The Township agrees to increase a Police Officer's annual pensionable base pay by two thousand (\$2,000) dollars while that Police Officer is assigned as a Corporal. The increase shall be paid in the regular payroll cycles of the Township in equal installments.

5. The Corporal position shall not be a rank but an assignment to be made at the discretion of the Chief of Police only with such limitations as set forth in this Agreement. As such, unless an allegation alleges a violation of this Agreement, the actual assignment of a Police Officer to Corporal shall not be subject to the grievance procedure set forth in Article XIV of the parties' collective negotiations agreement. A Police Officer may decline a Corporal assignment without repercussion.

6. The role, function and job description of the position of Corporal shall be at the sole discretion of the Chief of Police and may be revised or modified from time to time at the Chief's sole discretion. However, the Chief of Police shall provide at least sixty (60) calendar days' written notice to the PBA of any such revisions or modifications. All such revisions or

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modifications that involve mandatory subjects of negotiations shall be negotiated with the PBA prior to implementation if the PBA requests such negotiations.

7. A Police Officer may be removed from the assignment to Corporal at the discretion of the Chief of Police. However, except within the first forty-five (45) calendar days of the assignment, unless the Corporal is removed for a proven disciplinary action for just cause he/she shall maintain the increase set forth in paragraph 4, above. The issue of a "just cause" removal shall be subject to the Article XIV grievance procedure.

8. Unless specifically approved by the Chief of Police or his/her designee, a Corporal and Sergeant shall not take a vacation day or personal day off on the same day and shift.

a. A Corporal or Sergeant may use compensatory overtime to be off on the same day and shift, as long as the shift is able to be filled by a supervisor on the approved supervisor list.

b. If the Corporal is scheduled to be off or is already off from his/her shift and his/her immediate Sergeant takes off on the same day and shift, it shall be the responsibility of that Sergeant to contact the Corporal to give him/her the opportunity to return to work.

c. If the Corporal does not return to work, this time off will be counted as an absence in calculating the entitlement to the bonus provision set forth in paragraph 9, below.

9. A Corporal shall receive \$500.00 in additional compensation each quarter of the calendar year if he/she is off 12 hours or less from his/her tour of duty during that quarter when the Sergeant on that same shift and day is off duty. If a Corporal is off more than 12 hours but not more than 24 hours in a quarter he/she shall receive \$250.00 in additional compensation.

10. For the purposes of vacation selection as set forth in Article XXII, paragraph D of the parties' collective negotiations agreement, Corporals shall select vacation by seniority after Sergeants.

11. Corporals and Sergeants shall be eligible to swap shifts amongst those officers holding such rank and/or assignment. Corporals can switch shifts with a Sergeant only when no Sergeant is working. Two Sergeants shall not work the same shift unless approved by the Chief of Police or his/her designee.

12. Moving forward, Police Officers who are assigned to the positions of Juvenile Officer, Traffic Officer or Detective on or after the date of execution of this Agreement shall receive an additional payment of four thousand (\$4,000) dollars added to their pensionable base pay. This rate of payment shall not apply to or affect the rate of pay received by any Police Officer assigned as Juvenile Officer, Traffic Officer or Detective prior to the date of this Agreement. The increase shall be paid in the regular payroll cycles of the Township in equal installments. A Police Officer may be removed from these assignments at the discretion of the Chief of Police. However, except within the first forty-five (45) calendar days of the assignment, unless the removal is for proven disciplinary action for just cause, he/she shall maintain the increase received for the assignment. The issue of a "just cause" removal shall be subject to the Article XIV grievance procedure.

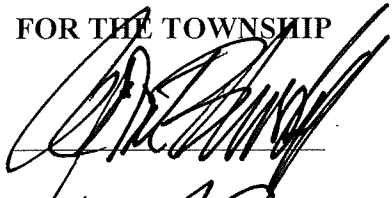
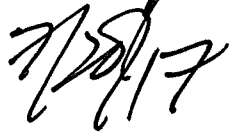
13. If a Corporal is assigned as a Juvenile Officer, Traffic Officer or Detective he/she shall only be entitled to the salary differential which is the greater of the two, inclusive of the payment set forth in paragraph 9.

14. This Agreement modifies the parties' collective negotiations agreement in all applicable places. All other terms and conditions set forth in the collective negotiations shall remain unchanged.

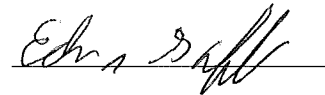
15. This Agreement shall not be effective unless ratified by the PBA membership and approved by the Mayor and Council.

16. This Agreement shall be reviewed by the Chief of Police after six (6) months from the date of execution to determine if the Department shall continue to assign Police Officers to the position of Corporal. If the Chief of Police discontinues assigning Police Officers to the position of Corporal, the increase set forth in paragraph 4, above shall be eliminated and those officers who were assigned as Corporals shall no longer be obligated to perform Corporal duties.

FOR THE TOWNSHIP


Dated: 

FOR PBA LOCAL 144


Dated: 7/21/17