

AGREEMENT

Between

TOWNSHIP OF BERKELEY

And

Karin T. DiMichele, Chief of Police

BERKELEY TOWNSHIP POLICE DEPARTMENT

January 1, 2014 through December 31, 2017



ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2015 by and between the **TOWNSHIP OF BERKELEY, IN THE COUNTY OF OCEAN, NEW JERSEY**, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and **KARIN T. DIMICHELE** (hereinafter called the "Chief"), represents the complete and final understanding on all bargainable issues between the Township and the Chief. It shall continue in effect from year to year thereafter, unless changed or terminated in the manner later provided herein, further limited by the provisions of Article XXII.

ARTICLE II
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 Chief 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 the Chief, including his employment in all aspects as the Chief.

ARTICLE III
RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to State law and the Ordinances of the Township, the responsibilities of the Chief of Police shall include:

- 1. Conduct and manage the day to day operations of the Police Department.
- 2. Administer and enforce rules, regulations and special emergency directives regarding the disposition, and discipline of the police force, its officers and personnel.
- 3. Have, exercise, and discharge the functions, powers and duties of the police force.
- 4. Delegate such of her authority as she may deem necessary for the efficient operation of the force to be exercised under her direction and supervision.
- 5. Prescribe the duties and assignments of all subordinates and other personnel.
- 6. Report to the Mayor or Township Administrator in such form as they may require as to the operation of the police force.

ARTICLE IV
DISCIPLINE

The Chief may be disciplined/terminated in accordance with the State law and/or New Jersey Civil Service Commission Rules and Regulations, but her only appeal to such discipline/termination shall be pursuant to the applicable State law/rules/regulations and not through any grievance/arbitration proceedings.

ARTICLE V
SICK LEAVE

- A. Sick Leave may be utilized by the Chief when she is unable to perform her work by reason of personal illness, accident or exposure to contagious disease.
- B. For the purpose of this Article, sick leave may be earned by the Chief during her years of employment as the Chief at fifteen (15) days per year.
- C. Notification –
 - 1. If the Chief is absent for reasons that entitle her to Sick Leave, she will notify Headquarters and the Administrator or designee prior to her usual reporting time.
 - 2. Failure to notify Headquarters and/or the Administrator or designee shall be cause for denial of the use of Sick Leave for that absence and constitute cause of disciplinary action.
 - 3. Abuse of Sick Leave will subject the Chief to disciplinary action.
 - 4. Absence without notice for five (5) consecutive days shall constitute a resignation.
- D. Medical Evidence
 - 1. If the Chief is absent on sick leave for three (3) or more consecutive working days she shall be required to submit acceptable medical evidence substantiating the illness, when requested by the Township Administration.
 - a. If the Chief 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, she shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months, when requested by the Township Administration.
 - b. The Township may require proof of illness of the Chief 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 Township may require the Chief, who has been absent because of personal illness, as a condition of her return to duty to be examined, at the expense of the Township, by a physician designated by the Mayor or designee. Such examination shall establish whether the employee is capable of performing her normal duties and that her return will not jeopardize the health of other employees.

4. Any change in Civil Service laws, rules and/or regulations applicable to the Chief will automatically be binding upon this Agreement.
5. Starting in 2015, Township agrees to buy back up to five (5) day's per calendar year at current rate of pay.

ARTICLE VI **HOURS OF WORK**

- A. The Chief shall spend sufficient time at her job to insure the smooth and responsible operation of the Police Department over which she has supervisory control. The Chief shall work at least forty (40) hours per week.

It is understood that flexible hours will be required to meet the responsibilities of the Chief. However, the Chief will not be entitled to overtime compensation in cash or the continual accumulation of compensatory time; rather, the Chief will adjust her workweek and, if necessary, provide documentation supporting such. Any acquired compensatory time earned prior to the signing of this Agreement may be used by the Chief at his discretion, subject to notification to the Township Administrator or designee. Any remaining time at retirement will be paid by the Township.

ARTICLE VII **HEALTH BENEFITS**

1. Present Employment

As mandated by Chapter 78 P.L. 2011 the Chief shall contribute, through the withholding from her pay, salary, or other compensation toward the cost of health care benefits coverage for the Chief and any dependent provided pursuant to N.J.S.40A:10-16 et seq. in an amount that shall be determined in accordance with section 39 of Chapter 78 P.L. 2011.

2. Retirement:

In accordance with the provisions of Chapter 78 P.L. 2011, the Chief shall contribute through the withholding of the contribution from her monthly retirement allowance toward the cost of health care benefits coverage for her in her retirement and any dependent provided pursuant to N.J.S.40A:10-16 et seq., in an amount that shall be determined in accordance with Section 39 of Chapter 78 P.L. 2011 by using the percentage applicable to the range within which the annual retirement allowance, and any future cost of living adjustments thereto, falls. The retirement allowance and any future cost of living adjustments thereto, will be used to identify the percentage of the cost of coverage.

ARTICLE VIII
EMERGENCY MANAGEMENT RESPONSIBILITIES

The Chief, within her responsibility for the public safety of the citizens of Berkeley Township, will co-ordinate the Emergency Management function and coordinate The Emergency Medical Services with the Township. She will hold the title of Emergency Management Coordinator, in accordance with law or pursuant to the actions of the Mayor.

2014: On January 1st, 2014: The sum of Three Thousand Five Hundred Dollars (\$3,500.00) will be paid to her for the Responsibility as Emergency Management Coordinator.

2015— On January 1st, 2015: The sum of Five Thousand Dollars (\$5,000.00) will be paid to her or the Responsibility as Emergency Management Coordinator.

2016— On January 1st, 2016: The sum of Six Thousand Dollars (\$6,000.00) will be paid to her or the Responsibility as Emergency Management Coordinator.

2017— On January 1st, 2017: The sum of Seven Thousand Dollars (\$7,000) will be paid to her or the Responsibility as Emergency Management Coordinator.

The sum will be paid annually (or prorated for a portion thereof) to her for this responsibility outside of any other compensation of this Agreement.

ARTICLE IX
CHIEF'S VEHICLE

1. The Township agrees to supply the Chief with an unmarked automobile to be used for police work, to fulfill her responsibilities in the Emergency Management function, and her personal use. The vehicle, type and make shall be determined by the Township and shall be equipped with necessary equipment as needed.
2. The Township realizes that, from time to time, the occasion may arise when the Chief may need to use this vehicle for personal use. The Chief shall advise the Administrator of such use and such use shall be limited within the geographic boundaries of Berkeley Township and the municipalities adjoining Berkeley Township and said use shall be limited to the Chief herself. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties and responsibilities of the Chief of Police and the Emergency Management Coordinator.
3. The Township shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes and any other necessary repairs.
4. The automobile shall not be used by anyone other than the Chief, with the exception that the Chief may designate other members of the force to use the vehicle for an appropriate and designated police purpose.

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 following salary and wage guide will be effective in this municipality for the Chief of Police. Effective January 1, 2014, for the purposes of calculating the percentage increases for years 2014 to 2017, the Chief's Base Pay is: \$170,000:

2014 - On August 1st, 2014 the Chief shall receive a 1.8% increase above her base salary listed above, which equates to a new base salary of : \$173,060

2015 - On August 1st, 2015 the Chief shall receive a 1.8% increase above her base salary listed above, which equates to a new base salary of : \$176,175

2016 - On August 1st, 2016 the Chief shall receive a 1.8% increase above her base salary listed above, which equates to a new base salary of : \$179,346

2017 - On August 1st, 2017 the Chief shall receive a 1.8% increase above her base salary listed above, which equates to a new base salary of : \$182,574

- B. In accordance with N.J.S.A. 40A:14-137, the Township agrees that they may provide leaves of absence, with pay not exceeding one (1) year, to the Chief who may be injured, ill or disabled from any work related cause providing that the examining physician appointed by said governing body shall certify such injury. Duration of leave is to be determined by the Township designee.
- C. If the Chief utilized disability leave under Workers' Compensation, she shall forward any money received by the insurance carrier directly to the Township Clerk as the officer shall be receiving her regular salary.
- D. In the event the Chief 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 her and runs out of same, the Mayor agrees to allow the individual to appear before him and ask the Mayor to consider granting, for a maximum of one (1) year, up to seventy-five percent (75%) of her annual salary, based upon her individual circumstances. The Mayor reserves the right to either grant or deny the individual request and such is not grievable/judicial.
- E. The Chief shall be entitled to retroactive monies applicable to her above adjusted salary structure, where applicable.



ARTICLE XII
LONGEVITY

- A. The Chief shall be paid, in addition to her base salary set forth earlier, a longevity increments based upon her years on continuing employment in the Police Department in accordance with the following:
1. Upon completion of twenty (20) years of service, \$4,000.00 to be added to base salary;
 2. Upon completion of twenty-two (22) years of service \$5,000.00 to be added to base salary;
 3. Upon completion of twenty-three (23) years of service \$6,000.00 to be added to base salary;
 4. Upon completion of twenty-four (24) years of service, \$7,000.00 to be added to base salary;
 5. Upon completion of twenty-five (25) years of service \$7,900.00 to be added to base salary;
 6. Said increments shall be added to base pay and paid accordingly, the maximum amount of longevity being \$7,900.00, as reflected in this section.
- B. The Chief shall qualify for the longevity increment on the date of the anniversary of her employment and such increment shall be paid from and after such date. Except as noted herein.
- C. Longevity shall be considered a component of the base pay for pension purposes only.

ARTICLE XIII
CLOTHING

- A. Clothing allowance in the amount of One Thousand Dollars (\$600.00) for each year of this Agreement shall be paid to the Chief for the replacement and repair of uniforms and appropriate business dress. Said payment shall be through the established voucher system and paid in the form of a check.
- B. The Township shall pay to the Chief the sum of Seven Hundred Dollars (\$500) per year for the maintenance of uniforms. All uniform maintenance payments shall be made through the established voucher system and paid by check.
- C. The Chief shall be entitled to an annual allowance for the maintenance or firearms and all necessary ballistics material and/or physical fitness equipment in the amount of One Hundred Dollars (\$100) to be paid by the established voucher system in the form of a check.
- D. All above payments to be made by the Township by July 1st of each calendar year and shall be prorated based upon the service of the Chief during the year she shall receive the entire allowance provided for in this Article.

ARTICLE XIV
EDUCATION

- A. The Township agrees to compensate the Chief 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 explanation of same by the Chief of Police.
- B. The Chief shall receive Seven Hundred Dollars (\$700) per year for attainment of the Associate's Degree or upon completion (or successful completion) of sixty-four (64) college credits.
- C. The Chief shall receive an additional Two Hundred Fifty Dollars (\$250) for a total of Nine Hundred Fifty Dollars (\$950) for attainment of a Bachelor's Degree or equivalent credits (128).
- D. The Chief shall receive an additional Two Hundred Fifty Dollars (\$250) for a total of One Thousand Two Hundred Dollars (\$1,100) for attainment of a Master's Degree.
- E. Any monies applicable from this article shall be part of the Chief's base salary and added to the base salary reflected therein in Article XI.

ARTICLE XV
LEGAL AID

- A. The Township will provide legal aid to the Chief in suits or other legal proceedings against her related to the performance of functions as Chief of Police. 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.
- B. In no event shall the Township be responsible for providing legal aid to the Chief, if the Chief is found to have acted in violation of his duties, responsibilities, contract or ordinances in any disciplinary proceeding or found guilty of criminal action in a court of competent jurisdiction.
- C. If legal aid is not provided and Chief seeks legal fee reimbursement if the Township chooses to provide such, the hourly rate reimbursed will be limited to the hourly rate charged by the Township attorney.

ARTICLE XVII
INSURANCE

- A. The Township shall provide personal injury liability insurance and false arrest insurance with coverage for the Chief within the course of her employment.
- B. The Township shall allow the Chief to select a medical plan for her and her dependents from among the approved medical plan designs of the State Health Benefits Program offered by the Township to its employees. The Chief shall contribute, through the withholding from her pay, salary, or other compensation toward the cost of health care benefits coverage for the Chief and any dependent provided pursuant to N.J.S.40A:10-16 et seq. in an amount that shall be determined in accordance with section 39 of Chapter 78 P.L. 2011.
- C. The Township shall maintain in full force and effect Workers' Compensation insurance for the Chief.
- D. The Township shall provide automobile liability insurance for all vehicle of the Police Department and shall keep same in effect at all times.
- E. The Township will provide to the Chief a prescription plan provided for by the State Health Benefits Program. Co-pays for generic and prescription drugs will be set by the State Health Benefits Program.
- F. Township shall provide complete full family coverage, including orthodontics, for dental health insurance. If a premium benefit dental plan should be secured by the Township, any additional cost beyond the basic plan now effect shall be borne by the Chief, should she elect to participate in this higher coverage plan.
- G. The Township reserves the right to change insurance plans or carriers or to self-insure so long as substantially equivalent benefits are provided. The Chief's health coverage, or any provisions thereof, will only change if the P.B.A.'s health coverage, or any other provisions thereof, changes. Said changes can occur either while the Chief remains employed by the Township or while on the Township payroll if on terminal leave; and/or at any time during the Chief's retirement. Said changes may occur more than once. Said changes will occur after the Chief retires if it applies to other retired P.B.A. members. There will be at least forty-five (45) days notification to the Chief.
 - a. Should be noted Per MOA with PBA#237 the following will be implemented on January 1st, 2015.
 - i. Change to Direct 15. Name brand prescription pharmacy retail co-pay will be changed from \$10 to \$15. Wallgreens will be eliminated from the prescription plan.
- H. Subject to the provisions of Chapter 78 P.L. 2011 (see Article VII above), the Township agrees to provide medical insurance coverage for the benefit of the Chief of Police and her family (herein defined as a spouse and/or dependents) from among the approved medical plan designs of the State Health Benefits Program offered by the Township to its employees. The Township shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Chief of Police receive less medical insurance coverage than that which is received by any other member of the Police Department.



ARTICLE XVIII
VACATIONS

- A. The Chief shall be annually entitled to twenty eight (28) working days as a vacation with pay at her regular rate of pay.
- B. The Township Administration recognizes that due to the demands of the position of Chief of Police, the necessity may arise to carry vacation time from one year to the next. The Township shall grant the Chief 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 XIX
HOLIDAYS – PERSONAL – EMERGENCY LEAVE

A. Holidays

The Chief shall be entitled to the following days off for holidays and shall receive not receive any additional compensation/benefits whatsoever if she works all or part of any the holidays listed below:

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

B. Personal Leave

- 1. The Chief shall be entitled to four (4) personal leave days per year for business which normally could not be handled during his schedule work shift. Such leave shall not be unreasonably denied.
- 2. Personal leave shall not be cumulative.

C. Emergency Leave

- 1. The Chief shall be entitled to emergency leave of up to three (3) days per year. The Chief shall notify the Administrator or designee of the use of such leave as soon as practicable, preferably before such use occurs.
- 2. Emergency leave shall not be cumulative.

ARTICLE XX
BEREAVEMENT LEAVE

- A. The Chief will be granted five (5) leave days with pay upon the death of an immediate family member. Immediate family shall include spouse, mother, father, sister, brother, children, niece, nephew, mother-in-law, father-in-law, grandchildren, grandparents and great grandparents of both the Chief and his spouse.
- B. The Chief will be granted on (1) day off with pay in the event of the death of an aunt, uncle or cousin of both the Chief and his spouse.

ARTICLE XXI
TERMINATION BENEFIT

- A. Effective January 1st, 2015 those days accrued will be capped for purpose of retirement payout. Sick days will continue to accrue for usage however, upon retirement capped at January 1st, 2015. Upon retirement the Township agrees to purchase back all accumulated unused sick days (accrued as of January 1st, 2015) of the Chief. Payment for said sick days shall be in the form of one (1) payment at the time of retirement, except one of the options below is exercised. All accrued vacation, sick leave, personal leave or compensatory time owed to the Chief at the time of his death, while in the employment of the Township, shall be paid to her beneficiary or estate. Payment shall be computed at the rate of pay the Chief earned at the time of his retirement or death.
OPTION: The Chief may elect to have his/her benefit paid out over, up to, a four (4) year period. The Chief is not to receive more than one (1) check per year.
OPTION: The Chief may elect to take all or part of any accrued unused sick time as a terminal leave with pay subject to the discretion and approval of the Township.
- B. If the Chief decides to voluntarily leave her employment with Berkeley Township, the Township Administration agrees to purchase back unused and accumulated sick days, as per this Article.
- C. This Article does not apply to any individual who leaves the employ of Berkeley Township because of disciplinary procedure filed against him/her. Discipline shall be defined as published in R.S. Title 11A (Civil Service).



ARTICLE XXII
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 XXIII
DURATION

This agreement shall continue in full force and effect through December 31, 2017. The duration contact will have retroactivity only as to the provision of Article. The Agreement shall cease on January 1, 2018, unless the parties enter in to a successor Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement through their authorized representatives this day of _____, 2015.

ATTEST:

Beverly M. Carle

, Township Clerk

Witness

TOWNSHIP OF BERKELEY

By: [Signature]

Carmen Amato, Mayor

By: Chief K. DiMichele

Karin T. DiMichele, Chief of Police
Township of Berkeley