

PREAMBLE

THIS AGREEMENT by and between the TOWNSHIP OF BERKELEY HEIGHTS, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Township") and Jason Massimino (hereinafter referred to as the "Chief") shall be for the period February 2, 2021 through December 31, 2026.

ARTICLE 1 **INTERPRETATION**

It is the intention of the parties that this Agreement be construed in accordance with the rules and regulations, laws, and the Statutes of the State of New Jersey as well as the ordinances of the Township, as they pertain to this Agreement upon execution and the terms herein.

ARTICLE 2 **POSITION OF EMPLOYMENT AND JOB DUTIES**

The Township shall employ the Chief as Chief of Police of its Police Department. The Chief's duties and rights are generally set forth in N.J.S.A. 40A:14-118. The Chief shall be required to report to the Mayor as the Appropriate Authority concerning the administration of the Police Department.

ARTICLE 3 **WORK SCHEDULE**

The Chief's regular work week shall consist of a minimum of 40 hours, inclusive of any contractual leave time. It is acknowledged that as an exempt managerial executive the work schedule of the Police Chief covered by this Agreement may require him to work more than 40 hours per week. The Chief shall not be eligible for additional compensation, such as overtime or compensatory time, for time worked more than forty

hours in a week. As a managerial executive, the Chief shall have the discretion to set his work hours as needed.

ARTICLE 4 **EDUCATION & PROFESIONAL ASSOCIATIONS**

The Chief may take courses that are related to his employment. The Township will reimburse him for the cost of such course(s) and required materials upon submission of proof of a passing grade and evidence of completion of such course. The Township will further satisfy payment for membership dues associated to the Chief such as but not limited to Union County Police Chiefs association and New Jersey State Association Chiefs of Police. Courses can be undergraduate, graduate or otherwise. Reimbursement shall not exceed the per credit cost at the most comparable school (undergraduate, graduate, or professional) at Rutgers, The State University

When the Township, State, or other laws, rules, or regulations mandate that the Chief attend a job-related course or schooling, (i.e., maintenance of certificate, etc.) all allowable expenses will be borne by the Township after completion of the course and receipt by the Township of applicable receipts.

The Township shall pay for membership up to two professional associations for the Chief. The Chief shall be allowed to attend without loss of pay the meetings and conventions of these associations.

ARTICLE 5 **HEALTH INSURANCE**

A. The Township shall provide the same comprehensive medical and health insurance, including medical, prescription, dental and vision benefits, to the Chief and his eligible dependents that is provided to members of the PBA Local 144 negotiations unit

in the contract between PBA Local 144 and the Township as of the effective date of this Agreement ("PBA Contract"). This shall include the same co-pays and deductibles and premium sharing rates that PBA unit members pay. The Chief shall also receive any other insurance benefits that are provided to PBA Local 144-unit members in the PBA Contract.

B. **HEALTH INSURANCE UPON RETIREMENT**

1. If the Chief retires after twenty-five (25) years of service in the Police and Fireman's Retirement System ("PFRS") and fifteen (15) years of service with the Township or is granted a Disability Retirement Pension from the PFRS, he and his eligible dependents shall retain and enjoy all medical, health, prescription, dental and vision benefits that he was receiving as of his last day of employment. The Township may change carriers regarding the benefits provided to the Chief and his eligible dependents provided the succeeding plan(s) is/are equal to or better than the prior plan(s). A plan that increases out-of-pocket expenses incurred by the Chief (such as office visit co-pays, deductibles, prescription co-pays, etc.) shall not be considered equal to.

2. The Chief's surviving spouse and dependents shall continue to receive benefits from the Township subject to the premium sharing requirements herein. The surviving spouse shall cease receiving benefits from the Township upon remarriage. Surviving eligible dependents shall cease receiving benefits from the Township upon emancipation.

3. The Chief's will contribute 8% of his annual pension benefit toward his health insurance coverage in retirement if he is enrolled in a family plan and 5% of his annual pension benefit if enrolled in single coverage in retirement.

4. To the extent there are increases in healthcare costs for the Township that do not exceed 5% in any given year, such increase shall be paid entirely by the Township. If the increase exceeds 5% in any given year, the cost exceeding 5% shall be shared equally among the Township retirees with family plans and retirees with single coverage.

5. Upon becoming Medicare eligible, the Township's plan shall become secondary. The Township shall reimburse the Chief for Medicare premiums. The Chief's spouse, if applicable shall also be required to enroll in Medicare when eligible. At that time, the Township's plan shall become secondary.

6. Individuals who become spouses or dependents after the Chief retires are not eligible for coverage. The only exception shall be for dependents born to or adopted by the Chief after he retires.

C. Should the Chief waive health benefits in retirement, he can re-enroll at the next open enrollment or at any time if he loses his medical benefit coverage.

ARTICLE 6 **WORKER'S COMPENSATION**

If the Chief is injured or becomes ill on duty and receives temporary disability benefits ("TDB"), he shall continue to receive full salary, health benefits, and all pension contributions and shall be required to turn over to the Township any payment received for TDB. The Chief shall be granted a leave of absence with pay not to exceed one full year (365 days) from his last date of absence due to his on-the-job illness or injury. The one year may be extended with the approval of the Township administrator.

ARTICLE 7
DISABILITY

The Chief will be automatically covered by the State of New Jersey Disability Program and the Chief and the Township shall pay their share of the cost. This benefit covers non-work-related illness or injury.

While on disability, the Township will continue to pay the Chief his full salary, health benefits, and pension contributions and the Chief shall turn over his disability payment to the Township. The Chief shall be granted a leave of absence with pay not to exceed one full year (365 days) from his last date of absence due to illness or injury. The one year may be extended with the approval of the Township administrator.

ARTICLE 8
PAID TIME OFF

A. Sick Leave

1. The Chief shall receive 15 paid sick days each January 1. Unused paid sick days can be accumulated without limit. The Chief can use paid sick days for his own non-work-related illness or injury and for the care of a spouse, domestic partner, child, parent, or loved one living in the same household.

2. The Township reserves the right to request proof of illness for any sick leave absence that lasts more than three (3) consecutive workdays.

3. Under no circumstances shall the Chief receive payment for sick days upon retirement or separation from the Township.

4. The Chief may sell back to the Township sick leave days at the rate of ninety (90%) percent of the daily rate for the Chief in the year that the sick leave was accumulated. The days permitted to be sold back are as follows:

<u>SICK DAYS USED</u>	<u>DAYS TO BE SOLD BACK</u>
5	0
4	3
3	4
2	5
1	6
0	10

This payment shall be made in a lump sum before June 1 of the following year. Each day sold back shall be deducted from the total sick leave days accumulated. Sick leave days voluntarily transferred to the Sick Leave Donation Program shall not impact the Chief's to sell back unused or un-transferred sick days.

B. Bereavement Leave

Upon the death of the Chief's Grandparent, Parent, Spouse, Child, Child-in-Law, Sibling, Grandchild (which also includes in-laws for the foregoing), and aunt, uncle, nephew, niece, or first cousin, the Chief shall be granted bereavement leave from the day of death to the day of burial not to exceed three (3) working days.

C. Vacation Time

1. The Chief shall receive 280 hours of paid vacation per year credited each January 1.

2. Ten vacation days may be carried over into the next calendar year. The 10 carried over days shall be deducted from the Chief's bank first when using vacation. If not used in the next calendar year, the 10 carried over days shall be forfeited.

3. Unused vacation shall be paid to the Chief upon separation of employment. Vacation shall be prorated in the Chief's last year of employment by month. For example, if the Chief retires on July 1 and has not used any of the current year's vacation time, he will be paid for 140 hours.

D. Personal Time

1. The Chief shall receive 3 personal days off with pay per year.
2. Unused personal days will be paid to the Chief in the year that he separates employment.

E. Except as provided for in this Agreement, the Chief shall be provided with all other paid leave benefits and cash-in rights contained in the PBA Local 144 Contract or the Superior Officers Contract, whichever is greater. The Chief shall not however, be eligible for compensatory time.

ARTICLE 9
HOLIDAYS

The Chief shall receive sixteen (16) paid holidays per year. Payment shall be made at the rate of 1.5 times the daily rate of pay per holiday. This holiday compensation shall be paid in equal installments in the regular Township payroll cycles and shall be part of the Chief's pensionable base pay.

The Chief shall not be required to work on these holidays unless there are emergent circumstances.

ARTICLE 10
RETENTION OF BENEFITS

All benefits and conditions of employment enjoyed by the Chief that were in existence prior to this Agreement but not specifically mentioned herein shall be continued.

ARTICLE 11 **SALARY**

The Chief's annual salary not including holiday pay salary shall be as follows:

Effective February 2, 2021	\$175,000
Effective February 2, 2022	\$180,000
February 2023-2026	5% above the Pensionable base pay rate of the highest paid superior officer (as of the signing of this agreement, a Captain).

ARTICLE 12 **UNIFORMS**

Should any part of the Chief's uniform be damaged or destroyed in the line of duty, the Township will pay for replacement or repair of the uniform. This does not apply to normal wear or aging of the uniform. Should the Township change the required current work uniform, the Township shall pay for the issue of a new uniform for the Chief in quantity sufficient to last one year.

ARTICLE 13
GRIEVANCE PROCEDURE

All disputes regarding the application and/or interpretation of this Agreement or other terms and conditions of the Chief's employment shall be resolved under the following procedure:

Step 1: Within thirty (30) calendar days from the occurrence of the event or the date upon which the Chief should have 30 calendar days from the date that the event took place of from the date that he knew of the event that gave rise to the grievance to file a written grievance with the Township Business Administrator. The Township Business Administrator shall meet with the Chief in 5 Township business days or less from receipt of the written grievance to discuss it. The Township Business Administrator shall provide a written response to the grievance to the Chief not more than 15 calendar days from the meeting. The parties can agree in writing to extend the timeframes.

Step 2: Arbitration

If the matter is not resolved at Step One to the satisfaction of the Chief, or if no written decision is received within 15 calendar days, the Chief within 30 calendar days from the date the Step One decision was rendered or from the date when such decision should have been rendered, may submit the Grievance or any portion of the Grievance to binding arbitration to any of the Arbitrator on the permanent panel as set forth in Paragraphs (a) and (b) below.

1. The Chief shall send a written notice to the Township that he intends to submit the Grievance to the next Arbitrator on the panel. Each arbitrator shall hear one Grievance and then rotate to the bottom of the list. The panel is: Arbitrators

Arnold Zudick, Brian Kronick, James Cooney, Joyce Klein, Hon. John Harper (Ret.), and Dean Burrell. Arbitration hearings shall be held at the Township's offices.

2. The arbitrator shall be limited to issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision shall be issued within 45 calendar days of the date the record is closed. The decision shall be binding and final upon the Chief and the Township. Any fees or administrative charges for arbitration shall be paid for by the Township. Witness fees and other expenses shall be borne by the party incurring such expenses.

3. The parties can agree in writing to extend the timeframes.

ARTICLE 14 **DEFERRED COMPENSATION PLAN**

The Township shall continue to maintain a Deferred Compensation Plan. Participation in the Plan will be voluntary.

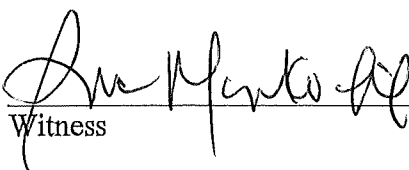
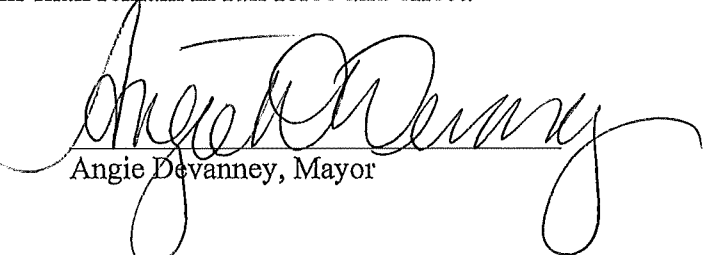
ARTICLE 15 **SUCCESSOR CONTRACT NEGOTIATIONS**

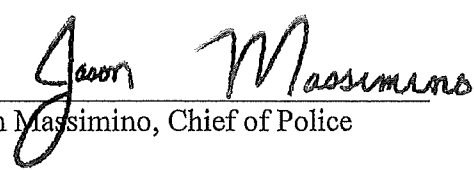
The parties agree that negotiations for a successor agreement, modifying, amending, or altering the terms and provisions of this Agreement shall commence within 120-days of expiration.

All terms and conditions set forth in this Agreement shall remain in effect until the parties execute a successor agreement.

ARTICLE 16
SEVERABILITY

If any provision of this Agreement is held to be contrary to law by any court of competent jurisdiction, then such provision shall be deemed void except to the extent permitted by law, but all other provisions shall remain in full force and effect.

 _____ Witness	 _____ Angie Devanney, Mayor
Dated:	

_____ Witness	 _____ Jason Massimino, Chief of Police
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